

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address Lynda T. Bui, Trustee 3550 Vine Street, Suite 210 Riverside, CA 92507 Telephone: (949) 340-3400 Facsimile: (949) 340-3000 Email: trustee.bui@shbllp.com Chapter 7 Trustee <input checked="" type="checkbox"/> Individual appearing without attorney <input type="checkbox"/> Attorney for:	FOR COURT USE ONLY
UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA - RIVERSIDE DIVISION	
In re: WILLIAM LOUIS BRYAN, III, Debtor(s).	CASE NO.: 6:18-bk-13434-MW CHAPTER: 7 NOTICE OF SALE OF ESTATE PROPERTY Bids Due by: December 13, 2018 at 5:00 p.m. Final Bidding Round: At Court Hearing Set Forth Below

Sale Date: December 18, 2018	Time: 2:00 p.m.
Location: Court Hearing: Video Ctrm 225, 3420 Twelfth Street, Riverside, CA 92501	

Type of Sale: ☒ Public ☐ Private **Last date to file objections:** December 4, 2018

Description of property to be sold: Real property located at 34282 Lupine Court, Lake Elsinore, California 92532;
APN: 363-800-019

Terms and conditions of sale: Purchase price of \$348,000, subject to overbids. SEE ATTACHED FOR MORE INFORMATION.

Proposed sale price: \$348,000.00

Overbid procedure (if any): Bids due by 5:00 p.m. (California time) on December 13, 2018. Final Bidding Round to be held at the Court hearing on the Sale Motion. SEE ATTACHED FOR MORE INFORMATION ON THE BIDDING PROCEDURES.

If property is to be sold free and clear of liens or other interests, list date, time and location of hearing:

Court hearing to be held on December 18, 2018 at 2:00 p.m.

Location:

U.S. Bankruptcy Court

3420 Twelfth Street, Video Courtroom 225

Riverside, CA 92501

Contact person for potential bidders (include name, address, telephone, fax and/or email address):

Lynda T. Bui, Chapter 7 Trustee

3550 Vine Street, Suite 201

Riverside, CA 92507

Telephone: (949) 340-3400

Facsimile: (951) 275-9303

Fax: (949) 340-3000

Email: trustee.bui@shbllp.com

Date: 11/27/2018

<p>Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address</p> <p>Lynda T. Bui, Trustee 3550 Vine Street, Suite 210 Riverside CA 92507 Telephone: (949) 340-3400 Facsimile: (949) 340-3000 Email: trustee.bui@shbllp.com</p> <p>Chapter 7 Trustee</p> <p><input checked="" type="checkbox"/> Individual appearing without attorney <input type="checkbox"/> Attorney for:</p>		<p>FOR COURT USE ONLY</p>	
<p>UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA - RIVERSIDE DIVISION</p>			
<p>In re:</p> <p>WILLIAM LOUIS BRYAN, III,</p> <p>Debtor(s).</p>		<p>CASE NO.: 6:18-bk-13434-MW</p> <p>CHAPTER: 7</p>	
		<p>NOTICE OF MOTION FOR:</p> <p>Order: (1) Approving the Sale of Real Property of the Estate Pursuant to Bankruptcy Code § 363(b)(1), Subject to Overbids, Combined With Notice of Bidding Procedures and Request for Approval of the Bidding Procedures Utilized; et al.</p> <p>(Specify name of Motion)</p>	
		<p>DATE: 12/18/2018 TIME: 2:00 pm COURTROOM: Video Courtroom 225 PLACE: U.S. Bankruptcy Court 3420 Twelfth Street Riverside, CA 92501-3819</p>	

1. TO (*specify name*): Debtor and his counsel, the United States Trustee, all creditors and other parties in interest
2. NOTICE IS HEREBY GIVEN that on the following date and time and in the indicated courtroom, Movant in the above-captioned matter will move this court for an Order granting the relief sought as set forth in the Motion and accompanying supporting documents served and filed herewith. Said Motion is based upon the grounds set forth in the attached Motion and accompanying documents.
3. **Your rights may be affected.** You should read these papers carefully and discuss them with your attorney, if you have one. (If you do not have an attorney, you may wish to consult one.)

4. **Deadline for Opposition Papers:** This Motion is being heard on regular notice pursuant to LBR 9013-1. If you wish to oppose this Motion, you must file a written response with the court and serve a copy of it upon the Movant or Movant's attorney at the address set forth above no less than fourteen (14) days prior to the above hearing date. If you fail to file a written response to this Motion within such time period, the court may treat such failure as a waiver of your right to oppose the Motion and may grant the requested relief.
5. **Hearing Date Obtained Pursuant to Judge's Self-Calendaring Procedure:** The undersigned hereby verifies that the above hearing date and time were available for this type of Motion according to the judge's self-calendaring procedures.

Date: 11/27/2018

Printed name of law firm

/s/ Lynda T. Bui
Signature

Lynda T. Bui, Chapter 7 Trustee
Printed name of attorney

Statement of Information in Compliance with LBR 6004-1(c)(3) and (4)

<u>LBR 6004-1(c)(3) Requirement</u>	<u>Information</u>
<i>LBR 6004-1(c)(3)(A)</i> Date, Time, and Place of hearing:	Hearing Date and Time: December 18, 2018 at 2:00 p.m. Hearing Place: Video Courtroom 225 U.S. Bankruptcy Court 3420 Twelfth Street Riverside, CA 92501
<i>LBR 6004-1(c)(3)(B)</i> Name and address of the proposed buyer:	Ingrid Simmons and Earl Simmons 8020 Glen Iris Drive Riverdale, GA 30296
<i>LBR 6004-1(c)(3)(C)</i> Description of the property to be sold:	Real property located at 34282 Lupine Court, Lake Elsinore, California 92532; APN: 363-800-019 ("Property")
<i>LBR 6004-1(c)(3)(D)</i> Terms and conditions of the proposed sale, including the price and all contingencies:	The Buyer has offered \$348,000.00, subject to overbid. The Buyer is paying all cash and is purchasing the Property "AS IS" without warranties of any kind, expressed or implied, being given by the Trustee, concerning the condition of the Property or the quality of the title thereto, or any other matters relating to the Property.
<i>LBR 6004-1(c)(3)(E)</i> Whether the proposed sale is free and clear of liens, claims or interests, or subject to them, and a description of all such liens, claims or interests:	Outstanding liens will be paid through escrow on the sale transaction. Thus, outstanding liens will be released, discharged and terminated at the close of escrow and the liens will not attach to the sale proceed. A chart describing the liens, claims or interests impacting the Property and their treatment through the sale is set forth in the attached <i>Chapter 7 Trustee's Motion for Order: (1) Approving the Sale of Real Property of the Estate Pursuant to Bankruptcy Code § 363(b)(1) and Subject to Overbids, Combined With Notice of Bidding Procedures and Request for Approval of the Bidding Procedures Utilized; (2) Approving Payment of Real Estate Commission and Other Costs; and (3) Granting Related Relief</i> ("Sale Motion").
<i>LBR 6004-1(c)(3)(F)</i> Whether the proposed sale is subject to higher and better bids:	The sale of the Property is subject to the Bidding Procedures set forth in the Sale Motion at pages 10 and 11.
<i>LBR 6004-1(c)(3)(G)</i> Consideration to be received by the Estate, including estimated commissions, fees and other costs of sale:	Purchase price of \$348,000.00, or an amount as increased by successful overbid. All costs of sale, including escrow fees and real estate commissions will be paid at closing and are estimated to total approximately \$27,840.00 (8% of the purchase price). The Trustee also seeks approval to use proceeds of the sale to reimburse her Broker \$1,793.21 for the expenses he incurred to repair and maintain the Property so that it could be marketed for sale. The Estate and the Buyer will each pay their own escrow fees as is customary in the County where the Property is located. Pursuant to a Court approved settlement agreement, after payment to the Debtor of 50% of the net proceeds, the Trustee estimates to generate net proceeds of approximately \$30,458.57.
<i>LBR 6004-1(c)(3)(H)</i> If authorization is sought to pay commission, the identity of the auctioneer, broker, or sales agent and the amount or percentage of the proposed commission to be paid:	On September 10, 2018, the Court entered an Order authorizing the Trustee to employ Pro Realty Group ("Broker") as the Trustee's real estate broker. Under the listing agreement, the Broker is entitled to a commission on the sale in an amount not to exceed 6% of the purchase price (or \$20,880.00) to be split between the Broker and the Buyer's broker, Sothebys International Realty Westlake Village. Escrow fees

	shall be split between Buyer and the Estate in the manner customary in the County where the Property is located.
<i>LBR 6004-1(c)(3)(I)</i> A description of the estimated or possible tax consequences to the Estate, if known, and how any tax liability generated by the sale of the property will be paid:	The Trustee is informed that the Property was the principal residence of the Debtor and his non-filing spouse for periods aggregating two years or more during the five years prior to the Petition Date. As such, under Internal Revenue Code §121 (which provides for exclusion of a gain from sale of a principal residence), the amount of any gain on the sale of the Property will be excluded from taxable income up to \$500,000. As such, the Trustee believes there will be no tax liability from the sale.
<i>LBR 6004-1(c)(3)(J) and LBR 6004-1(c)(4)</i> Date which objection must be filed and served:	Objections, if any, must be filed and served 14 days prior to the Hearing Date (or by December 4, 2018).

1 Lynda T. Bui, Chapter 7 Trustee
3550 Vine Street, Suite 210
2 Riverside, California 92507
Telephone: (949) 340-3400
3 Facsimile: (949) 340-3000
Email: trustee.bui@shbllp.com
4

5 Chapter 7 Trustee
6
7

8 **UNITED STATES BANKRUPTCY COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA, RIVERSIDE DIVISION**
10

11 In re

12 **WILLIAM LOUIS BRYAN, III,**

13 Debtor.
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Case No. 6:18-bk-13434-MW

Chapter 7

**CHAPTER 7 TRUSTEE'S MOTION FOR
ORDER:**

**(1) AUTHORIZING THE SALE OF REAL
PROPERTY OF THE ESTATE PURSUANT
TO BANKRUPTCY CODE § 363(b),
SUBJECT TO OVERBIDS, COMBINED
WITH NOTICE OF BIDDING PROCEDURES
AND REQUEST FOR APPROVAL OF THE
BIDDING PROCEDURES UTILIZED;**

**(2) APPROVING PAYMENT OF REAL
ESTATE COMMISSION AND OTHER
COSTS; AND**

(3) GRANTING RELATED RELIEF;

**MEMORANDUM OF POINTS AND
AUTHORITIES AND DECLARATION OF
LYNDA T. BUI IN SUPPORT THEREOF**

**[Real property located at 34282 Lupine
Court, Lake Elsinore, California 92532]**

Hearing Date:

Date: December 18, 2018

Time: 2:00 p.m.

Place: Video Courtroom 225
3420 Twelfth Street
Riverside, CA 92501

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1 TO THE HONORABLE MARK S. WALLACE, UNITED STATES BANKRUPTCY
2 JUDGE, THE OFFICE OF THE UNITED STATES TRUSTEE AND ALL INTERESTED
3 PARTIES:

4 Lynda T. Bui ("Trustee"), the duly appointed, qualified, and acting Chapter 7
5 trustee for the bankruptcy estate of William Louis Bryan, III ("Debtor"), brings this *Motion*
6 *for Order: (1) Authorizing the Sale of Real Property of the Estate Pursuant to*
7 *Bankruptcy Code § 363(b), Subject to Overbids, Combined with Notice of the Bidding*
8 *Procedures and Request for Approval of the Bidding Procedures Utilized; (2) Approving*
9 *Payment of Real Estate Commission and Other Costs; and (3) Granting Related Relief*
10 *("Sale Motion")* and respectfully represents as follows:

11 I. **RELIEF REQUESTED**

12 The Trustee has received an offer from Ingrid Simmons and Earl Simmons
13 (collectively "Buyer") to purchase the Estate's interest in the real property located at
14 34282 Lupine Court, Lake Elsinore, California 92532; APN: 363-800-019 ("Property") for
15 \$348,000.00, subject to overbids. The Buyer is purchasing the Property "AS IS" without
16 warranties of any kind, expressed or implied, being given by the Trustee, concerning the
17 condition of the Property or the quality of the title thereto, or any other matters relating
18 to the Property. Through the sale, (i) real property taxes will be paid current, (ii) the
19 mortgage lien, as well as two junior liens and two judgment liens will be paid in full, and
20 (iii) in addition to a real estate commission, the Trustee's Broker will receive
21 reimbursement of expenses totaling \$1,793.21 that he incurred related to preservation
22 and enhancement of the Property until it could be sold by the Trustee. Through the
23 sale, and taking into account the proposed settlement with the Debtor regarding his
24 Homestead Exemption Claim (defined below)¹, the Trustee is expected to generate net
25 proceeds from \$10,000 to \$20,000 for the benefit of the Estate and its creditors. In the
26 event the purchase price is increased by a successful overbid, the net proceeds will

27 ¹ The terms of the settlement approved by the Court provide for (1) the sale of the Property, (2) the
28 waiver of the Debtor's Homestead Exemption Claim, and (3) the division of the net sale proceeds
such that the Trustee retains 50% for the Estate and the Debtor will receive 50%.

1 increase. If the sale is approved, the Estate will receive funds to provide for a
2 meaningful distribution to unsecured creditors. Based on this, the Trustee believes that
3 good cause exists to grant the Motion so that she does not lose this favorable business
4 opportunity.

5 **A. Case Commencement**

6 The Debtor filed a voluntary petition for relief under Chapter 7 of the Bankruptcy
7 Code on April 25, 2018 ("Petition Date").

8 The last date to file claims in the case was November 9, 2018. Government
9 claims were due by October 22, 2018. The Court's Claims Register indicates that there
10 has been one claim filed by the Franchise Tax Board in the amount of \$1,683.20 of
11 which \$106.29 has been asserted as priority and \$1,576.91 has been asserted as
12 unsecured.

13 **B. The Property**

14 On his Schedules filed on May 9, 2018, the Debtor listed his ownership of the
15 Property and (i) valued the Property at \$320,642.00; (ii) listed a mortgage lien in favor of
16 Wells Fargo Bank, N.A. ("Wells Fargo") in the amount of \$124,797.00; (iii) a second lien
17 in favor of County of Riverside in the amount of \$63,000.00; (iv) a third lien in favor of
18 HUD in the amount of \$45,000.00; and (v) claimed an exemption of \$100,000 in the
19 Property under C.C.P §704.730 ("Homestead Exemption Claim").

20 A Notice of Trustee's Sale was recorded against the Property on April 10, 2018
21 and a trustee's sale was scheduled for April 25, 2018. The sale was stayed as a result
22 of the Debtor's bankruptcy filing. As of the date of this Agreement, the secured
23 lienholder has not obtained relief from the automatic stay to continue with the
24 foreclosure sale.

25 Pursuant to the Preliminary Title Report dated October 16, 2018 and attached as
26 **Exhibit "1"** to the Declaration of Lynda T. Bui ("Bui Declaration") annexed hereto, title
27 to the Property is currently vested in "William L. Bryan III and Edith Bryan, husband and
28 wife as Joint Tenants." Although Edith Bryan did not join in the Debtor's bankruptcy

1 filing, the Property is nevertheless community property having been purchased during
2 her marriage to the Debtor. *See, In re Marriage of Valli*, 58 Cal. 4th 1396, 1414 (“All
3 property acquired during the marriage is presumed to be community property.”)
4 Pursuant to the Debtor’s Schedule H and Statement of Financial Affairs filed on May 9,
5 2018, the Debtor separated from Edith Bryan in February 2017 and a dissolution
6 proceeding is currently pending with no final disposition of any property division. A true
7 and correct copy of the grant deed in which the Debtor and Edith Bryan took title to the
8 Property is attached to the Bui Declaration as **Exhibit “2.”**

9 Pursuant to Section 541 of the Bankruptcy Code, all interests of the Debtor and
10 his spouse in community property as of the commencement of the case is property of
11 the Estate if such property is under the sole, equal, or joint management of the Debtor.
12 11 U.S.C. § 541(a)(2)(A). Whereas the Property is community property, as of February
13 2017, the Debtor and Edith Bryan separated and the Debtor remained the sole manager
14 and person responsible for the Property. Accordingly, because all interests the Property
15 are community property and property of the Estate pursuant to Section 541(a)(2)(A) of
16 the Bankruptcy Code, the Trustee may, subject to Court approval, use, sell, or lease the
17 Property and convey all right, title, and interest in the same. 11 U.S.C. § 363(b)(1).
18 Notwithstanding the fact that the Property is community property/property of the Estate,
19 the Trustee intends to reach out to Edith Bryan to obtain a quit claim deed.

20 **C. The Settlement with the Debtor**

21 The Trustee was informed that as of the Petition Date, the arrearages on the
22 mortgage were approximately \$14,000 to \$16,000. The Debtor was not making the
23 mortgage payments and had informed the Trustee that he did not have the funds to
24 bring the mortgage current. The arrearages were increasing daily.

25 Based on the Debtor’s scheduled information, there was no equity in the Property
26 for the benefit of the Estate and its creditors. However, the Trustee reached an
27 agreement with the Debtor related to the Property and his Homestead Exemption Claim.
28 The terms of the settlement essentially provide for (1) the sale of the Property, (2) the

1 waiver of the Homestead Exemption Claim, and (3) the division of the net sale proceeds
2 such that the Trustee retains 50% for the Estate and the Debtor will receive 50%. As
3 such, with this settlement in place, through a sale of the Property, the Trustee is
4 expected to generate proceeds to provide a meaningful distribution to allowed
5 unsecured claims.

6 Pursuant to Court Order entered November 2, 2018 (docket number 38), the
7 settlement between the Trustee and the Debtor was approved.

8 **D. Broker Employment, Marketing Efforts and Basis for Value of the Property**

9 Pursuant to the Court Order entered September 10, 2018 (docket number 31),
10 the Trustee was authorized to employ Pro Realty Group as her real estate broker
11 ("Broker") for the Property. The listing agreement with the Broker provides for a real
12 estate commission to be paid in the amount not to exceed six percent of the sale price.

13 The Estate does not have the funds to obtain a formal written appraisal for the
14 estimated value of the Property. The Broker is experienced in the sale of real property
15 as well as property valuations and is familiar with valuing real property in today's
16 economic environment. The Broker viewed the Property and believed that it had a fair
17 market value that supported a list price of \$349,900.00. The listing price was
18 determined on comparable sales of similar properties in the area and the condition of
19 the Property at the time of the listing. The Broker assisted the Trustee by arranging for
20 various repairs to the Property, including repairs to the flooring.

21 After some time on the market, the price was decreased to \$339,900.00 to get
22 more activity which resulted in multiple offers. During that time, the Broker was
23 contacted by multiple potential buyers and received six offers, two of which were
24 withdrawn after receipt. The offers ranged between \$300,000.00 and \$348,000.00, and
25 the Buyer's offer was the result of negotiations between the Trustee and the Buyer for
26 the highest and best offer.

27 The Trustee believes that the proposed sale, subject to overbids, will be at fair
28 market value. Given that the sale is subject to overbids, it is anticipated the Trustee will

1 receive the best and highest value for the Property and the proposed sale price is fair
2 and reasonable.

3 **E. Buyer and Sale Terms**

4 The Trustee has received an offer from the Buyer to purchase the Estate's
5 interest in the Property for \$348,000.00, subject to overbids. The Residential Purchase
6 Agreement and Joint Escrow Instructions, counter offer and all addenda thereto
7 ("Purchase Agreement") are attached as **Exhibit "3"** to the Bui Declaration annexed
8 hereto. The Buyer is paying all cash and is purchasing the Property "AS IS" without
9 warranties of any kind, expressed or implied, being given by the Trustee concerning the
10 condition of the Property or the quality of the title thereto, or any other matters relating
11 to the Property. All costs of sale, including escrow fees and real estate commissions
12 will be paid at closing. The Estate and the Buyer will each pay their own escrow fees as
13 is customary in the County where the Property is located (Riverside County, California).

14 **F. Treatment of Liens and Encumbrances Through the Sale**

15 The outstanding liens against the Property are as shown on the Preliminary Title
16 Report dated October 16, 2018 (see, **Exhibit "1"** to the Bui Declaration) and the
17 proposed treatment of such liens and encumbrances through the sale is as follows:

<u>Creditor</u>	<u>Description</u>	<u>Amount Owed (Estimated)</u>	<u>Treatment of the Lien Through the Sale</u>
Riverside County Tax Collector	Real property taxes	\$2,837.74 ²	All outstanding real property taxes will be paid through escrow.
Wells Fargo Bank, N.A.	Current beneficiary of a deed of trust in the original amount of \$154,833, recorded on May 7, 2012, instrument number 2012-0207584.	\$130,694.21 ³	This lien will be paid through escrow on the sale transaction and it will be released, discharged and terminated at the close of escrow. The lien will not attach to the sale proceeds.

26 ² Estimated pro-rata amount as of closing for the 2018-2019 tax year based on annual real
property tax bill of approximately \$5,675.48.

27 ³ The payoff statement indicates an amount owed of \$130,327.92 as of December 1, 2018 and if
28 funds are received thereafter, an additional \$366.29 of interest per month. The amount owed
indicated here includes the additional interest.

<u>Creditor</u>	<u>Description</u>	<u>Amount Owed (Estimated)</u>	<u>Treatment of the Lien Through the Sale</u>
County of Riverside Economic Development Agency	Deed of trust in the original amount of \$63,000.00, recorded on May 7, 2012, instrument number 2012-0207585.	\$63,000.00 ⁴	This lien will be paid through escrow on the sale transaction and it will be released, discharged and terminated at the close of escrow. The lien will not attach to the sale proceeds.
Secretary of Housing and Urban Development	Deed of trust in the original amount of \$45,144.28, recorded on May 20, 2015, instrument number 2015-0210383.	\$45,144.28	This lien will be paid through escrow on the sale transaction and it will be released, discharged and terminated at the close of escrow. The lien will not attach to the sale proceeds.
Cottonwood Canyon Hills Community Association	Various liens recorded April 23, 2014 – March 9, 2018	\$15,000.00 (estimated)	These liens will be paid through escrow on the sale transaction and it will be released, discharged and terminated at the close of escrow. The liens will not attach to the sale proceeds.

G. Notice of Bidding Procedures

The Trustee has determined it would benefit the Estate to permit all interested parties to receive information and bid for the Property instead of selling to the Buyer on an exclusive basis. Accordingly, in order to obtain the highest and best offer for the Property, the Trustee is utilizing, and seeks Court approval of, the following bidding procedures ("Bidding Procedures"):

1. Potential overbidder(s) must bid an initial amount of at least \$2,000.00 over the Purchase Price, or \$350,000.00. Minimum bid increments thereafter shall be \$500.00. The Trustee shall have sole discretion in determining which overbid is the best for the Estate and will seek approval from the Court of the same.

2. Overbids must be in writing and be received by the Trustee and on or before **three business days prior to the hearing on the Motion by 5:00 p.m. (California time)**. Overbids must be accompanied by certified funds in an amount equal to three percent of the overbid purchase price.

3. The overbidder must also provide evidence of having sufficient specifically committed funds to complete the transaction, or a lending commitment for the bid amount and such other documentation relevant to the bidder's ability to qualify as the purchaser of the Property and ability to close the sale and immediately and unconditionally pay the winning bid purchase price at closing.

⁴ The Trustee is working with the County of Riverside Economic Development Agency to get a payoff and intends to file a supplemental brief when she obtains such payoff. If the net proceeds to the Estate are substantially lower than anticipated, the Trustee will either withdraw the Sale Motion or request a carve-out of brokers' commissions.

1 4. The overbidder must seek to acquire the Property on terms and conditions
2 not less favorable to the Estate than the terms and conditions to which the Buyer has
3 agreed to purchase the Property as set forth in the Purchase Agreement attached as
Exhibit "3" to the Bui Declaration, including closing on the sale of the Property in the
same time parameters as the Buyer.

4 5. All competing bids must acknowledge that the Property is being sold on an
5 "AS IS" basis without warranties of any kind, expressed or implied, being given by the
6 Trustee, concerning the condition of the Property or the quality of the title thereto, or any
7 other matters relating to the Property. The competing bid buyer must represent and
8 warrant that he/she is purchasing the Property as a result of their own investigations
9 and are not buying the Property pursuant to any representation made by any broker,
10 agent, accountant, attorney or employee acting at the direction, or on the behalf of the
Trustee. The competing bidder must acknowledge that he/she has inspected the
Property, and upon closing of Escrow governed by the Agreement, the competing buyer
forever waives, for himself/herself, their heirs, successors and assigns, all claims
against the Debtor, his attorneys, agents and employees, the Debtor's Estate, Lynda T.
Bui as Trustee and individually, and her attorneys, agents and employees, arising or
which might otherwise arise in the future concerning the Property.

11 6. If overbids are received, the final bidding round for the Property shall be
12 held at the hearing on the Motion in order to allow all potential bidders the opportunity to
13 overbid and purchase the Property. At the final bidding round, the Trustee or her
14 counsel will, in the exercise of their business judgment and subject to Court approval,
accept the bidder who has made the highest and best offer to purchase the Property,
consistent with the Bidding Procedures ("Successful Bidder").

15 7. At the hearing on the Motion, the Trustee will seek entry of an order, *inter*
16 *alia*, authorizing and approving the sale of the Property to the Successful Bidder. The
hearing on the Motion may be adjourned or rescheduled without notice other than by an
announcement of the adjourned date at the hearing on the Motion.

17 8. In the event the Successful Bidder fails to close on the sale of the Property
18 within the time parameters approved by the Court, the Trustee shall retain the
19 Successful Bidder's Deposit and will be released from her obligation to sell the Property
to the Successful Bidder and the Trustee may then sell the Property to the First Back-
Up Bidder approved by the Court at the hearing on the Motion.

20 9. In the event First Back-Up Bidder fails to close on the sale of the Property
21 within the time parameters approved by the Court, the Trustee shall retain the First
22 Back-Up Bidder's Deposit and will be released from her obligation to sell the Property to
the First Back-Up Bidder and the Trustee may then sell the Property to the Second
Back-Up Bidder approved by the Court at the hearing on the Motion.

23 **H. Costs of Sale**

24 Escrow fees shall be split between Buyer and the Estate in the manner
25 customary in Riverside County, California where the Property is located.

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1 Under the listing agreement approved by the Court, the Broker is entitled to a
2 commission on the sale in an amount not to exceed six percent of the purchase price⁵,
3 which will be split between the Trustee's Broker (Pro Realty Group) and the Buyer's
4 Broker (Sothebys International Realty Westlake Village), with each receiving fifty
5 percent.

6 **I. Expenses Related to Repairs to the Property Incurred by the Broker**

7 In addition to seeking approval for payment of real estate commission as set
8 forth above, the Trustee seeks approval to use proceeds of the sale to reimburse her
9 Broker for expenses of \$1,793.21 that he incurred to repair the Property to increase its
10 appeal to potential buyers and so that it could be marketed for sale and a higher price.
11 True and correct copies of the expense receipts that were paid by the Broker are
12 attached to the Bui Declaration as **Exhibit "4."** The detail of the necessary expenses is
13 as follows:

Landy's Window Cleaning	\$206.80
Serrano Carpet Cleaning (carpet cleaning)	\$250.00
Maid Pro Wildomar (house cleaning)	\$346.00
The Finishing Touch (floor repair)	\$540.41
Fidel Rendon (clean-up and trash hauling)	\$450.00
Total Expenses	\$1,793.21

20 **J. Tax Consequences**

21 The Trustee is informed that the Property was the principal residence of the
22 Debtor and his non-filing spouse for periods aggregating two years or more during the
23 five years prior to the Petition Date. As such, under Internal Revenue Code §121
24 (which provides for exclusion of a gain from sale of a principal residence), the amount of
25 any gain on the sale of the Property will be excluded from taxable income up to
26 \$500,000. As such, the Trustee believes there will be no tax liability from the sale.

27 ⁵ The total amount of real estate broker's commission will increase if the purchase price for the
28 Property is increased by a successful overbid; but in no event will exceed six percent of the
purchase price.

II. ARGUMENT⁶

A. There is a Good Business Reason for the Sale and the Sale is in the Best Interest of the Estate

The duties of a trustee in a Chapter 7 filing are enumerated in 11 U.S.C. §704, which provides in relevant part as follows:

(a) The trustee shall—

(1) collect and reduce to money the property of the estate for which such trustee serves, and close such estate as expeditiously as is compatible with the best interests of parties in interest;

(2) be accountable for all property received;

Further, the Trustee, after notice and hearing, may sell property of the estate. 11 U.S.C. § 363(b). Courts ordinarily will approve a proposed sale if there is a good business reason for the sale and the sale is in the best interests of the estate. *In re Wilde Horse Enterprises, Inc.*, 136 B.R. 830, 841 (Bankr. C.D. Cal. 1991); *In re Lionel Corp.*, 722 F.2d 1063, 1069 (2d Cir. 1983). In this case, the facts support the Trustee's business decision that the proposed sale is in the best interests of the Estate and its creditors. The Trustee expects to generate net proceeds from \$10,000 to \$20,000 calculated as follows (amounts are estimated):

Sale Price	\$348,000.00
Less costs of sale (8% and includes commission) (estimated)	(\$27,840.00)
Less real property taxes (estimated)	(\$2,837.74)
Less HOA liens of Cottonwood Canyon Hills Community Association	(\$15,000.00)
Less lien of Wells Fargo Bank, N.A.	(\$130,694.21)
Less lien of County of Riverside Economic Development Agency ⁷	(\$63,000.00)
Less 50% appreciation to County of Riverside Economic Development Agency	(\$45,917.42)

⁶ Although Local Bankruptcy Rule 6004-1(c)(2)(C) does not require that a memorandum of points and authorities be filed in support of the Sale Motion, the Trustee is nevertheless submitting one.

⁷ The Trustee is working with the County of Riverside Economic Development Agency to get a payoff and intends to file a supplemental brief when she obtains such payoff. If the net proceeds to the Estate are substantially lower than anticipated, the Trustee will either withdraw the Sale Motion or request a carve-out of brokers' commissions.

Less lien of Secretary of Housing and Urban Development	(\$45,144.28)
Less reimbursement of expenses for the Trustee's Broker	(\$1,793.21)
Net Sale Proceeds	\$15,773.14 ⁸
Less 50% payment to the Debtor under the settlement	(\$7,886.57)
Net Proceeds to the Estate 50% of the net sale proceeds \$7,886.57 Broker commission carve-out of \$3,480.00	\$11,366.57

The Trustee believes that it is in the best interest of the Estate and its creditors to sell the Property as set forth herein. If the sale is approved, unsecured creditors are expected to receive a 100% distribution. With the defaulted mortgage payments and real property taxes increasing every month, the Trustee believes the Property must be sold as soon as possible in order to maximize the benefit for the Estate.

Accordingly, there is a good business reason for the sale and the sale is in the best interests of the Estate.

B. The Court Has the Authority to Approve the Bidding Procedures

Implementing the Bidding Procedures is an action outside of the ordinary course of the business. Bankruptcy Code Section 363(b)(1) provides that a trustee "after notice and hearing, may use, sell or lease, other than in the ordinary course of business, property of the estate." 11 U.S.C. § 363(b)(1). Furthermore, under Bankruptcy Code Section 105(a), "[t]he court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title." 11 U.S.C. § 105(a). Thus, pursuant to Bankruptcy Code sections 363(b)(1) and 105(a), this Court may approve the Bidding Procedures, which assist the Trustee to obtain the best possible price on the best possible terms for the Property.

C. The Court has the Authority to Waive the Fourteen-Day Stay of Sale

Federal Rule of Bankruptcy Procedure 6004(h) provides that "[a]n order authorizing the use, sale or lease of property other than cash collateral is stayed until

⁸ This amount may increase to the extent overbids are received. Alternatively, this amount may decrease to the extent the liens recorded by Cottonwood Canyon Hills Community Association on April 23, 2014 and August 22, 2016 are valid.

1 the expiration of 14 days after entry of the order, unless the Court orders otherwise."
2 Fed. Rule Bankr. P. 6004(h).

3 The Trustee desires to close the sale of the Property as soon as practicable after
4 entry of an order approving the sale. Accordingly, the Trustee requests that the Court,
5 in the discretion provided it under Federal Rule of Bankruptcy Procedure 6004(h), waive
6 the fourteen (14) day stay requirement.

7 **D. The Debtor is Required to Turn Over All Assets of the Bankruptcy Estate**

8 Bankruptcy Code Section 542(a) provides that:

9 Except as provided in subsection (c) or (d) of this section, an entity other
10 than a custodian, in possession, custody, or control during the case, of
11 property that the trustee may use, sell, or lease under section 363 of this
12 title, or that the debtor may exempt under section 522 of this title, shall
13 deliver to the trustee, and account for, such property or the value of such
14 property, unless such property is of inconsequential value or benefit to
15 the estate.

16 11 U.S.C. § 542(a) (2000) (emphasis added).

17 The following must be established in order for the Trustee to prevail in a turnover
18 action: (1) that the asset in question is property of the debtor's bankruptcy estate; and
19 (2) that the Trustee is entitled to use, sell, or lease the assets. See, *In re Sherry &*
20 *O'Leary, Inc.*, 148 B.R. 248, 256 (Bankr. W.D. Pa. 1992); see also, *In re Weiss-Wolf,*
21 *Inc.*, 60 B.R. 969, 975 (Bankr. S.D.N.Y. 1986).

22 The Trustee is requesting turnover of the Property, out of an abundance of
23 caution, so that the Trustee may close on the sale of the Property. The Property is
24 property of the Estate pursuant to Section 541(a) of the Bankruptcy Code and is
25 property that the Trustee may sell (as requested in this Sale Motion). Thus, turnover of
26 this asset is appropriate.

27 Accordingly, the Trustee requests that the order approving the sale provides that
28 (i) the Debtor or any occupants of the Property are to vacate the Property twenty-four
hours prior to the close of escrow; (ii) in the event the Debtor or any occupants of the
Property fail to immediately vacate, the Trustee shall be entitled to the issuance of a writ

1 of possession for the Property; and (iii) the United States Marshal or other appropriate
2 law enforcement officer may enforce such writ.

3 **III. CONCLUSION**

4 **WHEREFORE**, based upon the foregoing, the Trustee respectfully submits that
5 good cause exists for granting the Sale Motion and requests that the Court enter an
6 order as follows:

7 1. Approving the Bidding Procedures.

8 2. Authorizing the Trustee to sell the Property on an as-is, where-is basis,
9 without any warranties or representations, to the Buyer (or Successful Bidder) pursuant
10 to the terms and conditions as set forth in the Purchase Agreement attached as **Exhibit**
11 **"3"** to the Bui Declaration.

12 3. Authorizing the Trustee to sign any and all documents convenient and
13 necessary in pursuit of the sale as set forth above, including but not limited to any and
14 all conveyances contemplated by the Purchase Agreement attached as **Exhibit "3"** to
15 the Bui Declaration.

16 4. So that the Trustee may close on the sale of the Property, ordering that (a)
17 the Debtor or any occupants of the Property are to immediately vacate the Property; (b)
18 in the event the Debtor or any occupants of the Property fail to immediately vacate, the
19 Trustee shall be entitled to the issuance of a writ of possession for the Property; and (c)
20 the United States Marshal or other appropriate law enforcement officer may enforce
21 such writ.

22 5. Authorizing the Trustee to pay from the proceeds of the sale through
23 escrow (i) a real estate commission in the total amount not to exceed six percent of the
24 final purchase price, which will be split between the Trustee's Broker and Buyer's
25 broker, (ii) all costs of sale, including escrow fees at closing as allocated in the
26 Purchase Agreement, (iii) all real estate taxes owed to the Riverside County Tax
27 Collector, (iv) all amounts owed to Wells Fargo Bank, N.A., or the current beneficiary of
28 the deed of trust impacting the Property as identified in the Preliminary Title Report, (v)

1 all amounts owed to County of Riverside Economic Development Agency, (vi) all
2 amounts owed to Secretary of Housing and Urban Development, (vi) all amounts owed
3 to Cottonwood Canyon Hills Community Association on account of its judgment liens
4 and homeowner's liens identified herein, (v) reimbursement of the Trustee's Broker's
5 expenses of \$1,793.21.

6 6. After payment of the amounts described in paragraph 5, authorizing the
7 Trustee to pay the Debtor fifty percent (50%) of the net sale proceeds pursuant to the
8 terms of the settlement between the Trustee and the Debtor.

9 7. A determination by the Court that the Buyer is in good faith pursuant to
10 Bankruptcy Code Section 363(m).

11 8. Waiving the fourteen day stay of the order approving the sale of the
12 Property under Federal Rules of Bankruptcy Procedure 6004(h).

13 9. For such other and further relief as the Court deems just and proper under
14 the circumstances of this case.

15

16 Dated: November 27, 2018 */s/ Lynda T. Bui*

17 Lynda T. Bui, solely in the capacity as
18 Chapter 7 trustee for the bankruptcy estate of
19 William Louis Bryan, III
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DECLARATION OF LYNDA T. BUI

I, Lynda T. Bui, declare:

1. I am the duly appointed, qualified and acting Chapter 7 trustee for the bankruptcy estate ("Estate") of *In re William Louis Bryan, III* ("Debtor"), Case No. 6:18-bk-13434-MW. I have personal knowledge of the facts set forth herein, and if called and sworn as a witness, I could and would competently testify thereto.

2. I am familiar with the Debtor's bankruptcy proceeding and make this Declaration in support of my *Motion for Order: (1) Authorizing the Sale of Real Property Pursuant to Bankruptcy Code § 363(b), Subject to Overbids, Combined with Notice of the Bidding Procedures and Request for Approval of the Bidding Procedures Utilized; (2) Approving Payment of Real Estate Commission and Other Costs; and (3) Granting Related Relief* ("Sale Motion"). Unless otherwise noted, capitalized terms herein have the meaning set forth in the Sale Motion.

3. I have read and I am aware of the contents of the Sale Motion and the accompanying Memorandum of Points and Authorities. The facts stated in the Sale Motion and the Points and Authorities are true to the best of my knowledge.

4. Attached hereto as **Exhibit "1"** is a true and correct copy of the Preliminary Title Report for the Property. The outstanding liens against the Property are shown on the Preliminary Title Report. Pursuant to the Preliminary Title Report, title to the Property is currently vested in "William L. Bryan III and Edith Bryan, husband and wife as Joint Tenants." Although Edith Bryan did not join in the Debtor's bankruptcy filing, the Property is nevertheless community property having been purchased during her marriage to the Debtor.

5. Pursuant to the Debtor's Schedule H and Statement of Financial Affairs filed on May 9, 2018, the Debtor separated from Edith Bryan in February 2017 and a dissolution proceeding is currently pending with no final disposition of any property division. A true and correct copy of the grant deed in which the Debtor and Edith Bryan took title to the Property is attached hereto as **Exhibit "2."** Notwithstanding the fact

1 that the Property is community property/property of the Estate, I intend to reach out to
2 Edith Bryan to obtain a quit claim deed.

3 6. I am informed that as of the Petition Date, arrearages on the mortgage
4 were approximately \$14,000 to \$16,000. The Debtor was not making the mortgage
5 payments and had informed the Trustee that he did not have the funds to bring the
6 mortgage current. The arrearages were increasing daily.

7 7. Given that the Debtor is not making mortgage payments to Wells Fargo
8 Bank, N.A., the arrearages are increasing daily. Under the settlement with the Debtor,
9 the Estate will receive 50% of the net proceeds of a sale – which will be diminished if I
10 am not able to close escrow on the sale quickly. Based on the Debtor's scheduled
11 information, there was no equity in the Property for the benefit of the Estate and its
12 creditors. However, I reached an agreement with the Debtor related to the Property and
13 his Homestead Exemption Claim. The terms of the settlement essentially provide for (1)
14 the sale of the Property, (2) the waiver of the Homestead Exemption Claim, and (3) the
15 division of the net sale proceeds such that the Estate retains 50% and the Debtor will
16 receive 50%. As such, with this settlement in place, through a sale of the Property, I
17 expect to generate proceeds to provide a meaningful distribution to allowed unsecured
18 claims. Pursuant to Court Order entered November 2, 2018 (docket number 38), the
19 settlement between the Estate and the Debtor was approved.

20 8. Through my Broker, I have received an offer from the Buyer to purchase
21 the Estate's interest in the Property for \$348,000.00, subject to overbids. A true and
22 correct copy of the Residential Purchase Agreement and Joint Escrow Instructions,
23 counter offer and addendums is attached hereto as **Exhibit "3."**

24 9. Pursuant to the Court Order entered September 10, 2018 (docket number
25 31), I was authorized to employ Pro Realty Group as my real estate broker to market
26 and sell the Property. Under the listing agreement approved by the Court, the Broker is
27 entitled to a commission on the sale in the amount not to exceed six percent of the
28

1 purchase price⁹, which will be split between the Broker (Pro Realty Group) and the
2 Buyer's broker (Sothebys International Realty Westlake Village), with each receiving
3 fifty percent.

4 10. In addition to seeking approval for payment of real estate commission, I
5 seek approval to use proceeds of the sale to reimburse my Broker for expenses of
6 \$1,793.21 that he incurred to repair the Property to increase its appeal to potential
7 buyers and so that it could be marketed for sale and a higher price. True and correct
8 copies of the expense receipts that were paid by the Broker are attached hereto as
9 **Exhibit "4."**

10 11. In the interest of not losing the buyer and keeping the hearing date, I am
11 filing this Sale Motion today. Yesterday I learned that the County of Riverside Economic
12 Development Agency may be asserting that it is entitled to 50% of the equity in the sale
13 of the Property based on its Deed of Trust. My understanding is that such equity is
14 calculated after costs of sale, improvements, and other senior liens. I am working with
15 the County of Riverside to determine its payoff amount to ensure that there is sufficient
16 equity to proceed with the sale. If there is not sufficient equity for a meaningful
17 distribution, I will withdraw this Sale Motion. Based on my rough calculation, there
18 should be approximately at \$10,000 in equity, particularly if the Estate receives the
19 commission carve-out from the Broker. However, I will file a supplemental brief to
20 update the Court with more accurate numbers once I obtain them.

21 12. I believe that good cause exists to grant the Motion including approval of
22 the Bidding Procedures to ensure receiving the highest and best offer for the Property.
23 The Bidding Procedures will be provided to all creditors and any potential bidders or
24 parties who have shown an interest in the Property. In addition, the Court's mandatory
25 form Notice of Sale of Estate Property will be filed with the Court so that notice of the
26 sale of the Property may be posted on the Court's website under the link "Current

27 ⁹ The total amount of real estate broker's commission will increase if the purchase price for the
28 Property is increased by a successful overbid; but in no event will exceed six percent of the
purchase price.

1 Notices of Sales," thereby giving notice to any potential interested parties. Based on
2 the foregoing, I believe that under the circumstances of this case, the Property will have
3 been appropriately marketed for bidding.

4 13. For the reasons set forth in the Sale Motion and this Declaration, I
5 respectfully request that the Court grant the Sale Motion so that I do not lose this
6 favorable business opportunity to generate a substantial amount of funds for the Estate
7 from an asset that otherwise has no equity.

8 14. As is required by Federal Rule of Bankruptcy Procedure 6004(f) and Local
9 Bankruptcy Rule 6004-1(g), I will file a Report of Sale detailing the terms of the sale
10 shortly after the sale closes.

11 I declare under penalty of perjury under the laws of the United States of America
12 that the foregoing is true and correct.

13 Executed on November 27, 2018, at Irvine, California.

14 */s/ Lynda T. Bui*

15 Lynda T. Bui

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EXHIBIT 1

Preliminary Title Report

EQUITY TITLE COMPANY

1901 SOLAR DRIVE, SUITE 170

OXNARD, CA 93036

PHONE: (805) 706-2050

FAX: (303) 876-4648

DATED AS OF OCTOBER 16, 2018 AT 7:30 A.M.

A & A ESCROW, INC.
415 N. CRESCENT DRIVE, SUITE 320
BEVERLY HILLS, CA 90210

ATTENTION: ANTONIA DELGADO

YOUR NO.: 104333 AA
PROPERTY ADDRESS: 34282 LUPINE COURT,
LAKE ELSINORE, CA

ORDER NO.: VE1840722
TITLE OFFICER: MINDY BECKHAM AND CARLA
WHITED
EMAIL: VENTURATITLE@EQUITYTITLE.COM

"PRELIMINARY REPORT"

IN RESPONSE TO THE ABOVE REFERENCED APPLICATION FOR A POLICY OF TITLE INSURANCE, **EQUITY TITLE COMPANY** HEREBY REPORTS THAT IT IS PREPARED TO ISSUE, OR CAUSE TO BE ISSUED, AS OF THE DATE HEREOF, A POLICY OR POLICIES OF TITLE INSURANCE DESCRIBING THE LAND AND THE ESTATE OR INTEREST THEREIN HEREINAFTER SET FORTH, INSURING AGAINST LOSS WHICH MAY BE SUSTAINED BY REASON OF ANY DEFECT, LIEN OR ENCUMBRANCE NOT SHOWN OR REFERRED TO AS AN EXCEPTION BELOW OR NOT EXCLUDED FROM COVERAGE PURSUANT TO THE PRINTED SCHEDULES, CONDITIONS AND STIPULATIONS OF SAID POLICY FORMS.

THE PRINTED EXCEPTIONS AND EXCLUSIONS FROM THE COVERAGE OF SAID POLICY OR POLICIES ARE SET FORTH IN EXHIBIT B ATTACHED. THE POLICY TO BE ISSUED MAY CONTAIN AN ARBITRATION CLAUSE. WHEN THE AMOUNT OF INSURANCE IS LESS THAN THAT SET FORTH IN THE ARBITRATION CLAUSE, ALL ARBITRABLE MATTERS SHALL BE ARBITRATED AT THE OPTION OF EITHER THE COMPANY OR THE INSURED AS THE EXCLUSIVE REMEDY OF THE PARTIES. LIMITATIONS ON COVERED RISKS APPLICABLE TO THE CLTA AND ALTA HOMEOWNER'S POLICIES OF TITLE INSURANCE WHICH ESTABLISH A DEDUCTIBLE AMOUNT AND A MAXIMUM DOLLAR LIMIT OF LIABILITY FOR CERTAIN COVERAGES ARE SET FORTH IN THE POLICY. COPIES OF THE POLICY FORMS SHOULD BE READ. THEY ARE AVAILABLE FROM THE OFFICE THAT ISSUED THIS REPORT.

PLEASE READ THE EXCEPTIONS SHOWN OR REFERRED TO BELOW AND THE EXCEPTIONS AND EXCLUSIONS SET FORTH IN EXHIBIT B OF THIS REPORT CAREFULLY. THE EXCEPTIONS AND EXCLUSIONS ARE MEANT TO PROVIDE YOU WITH NOTICE OF MATTERS WHICH ARE NOT COVERED UNDER THE TERMS OF THE TITLE INSURANCE POLICY AND SHOULD BE CAREFULLY CONSIDERED.

IT IS IMPORTANT TO NOTE THAT THIS PRELIMINARY REPORT IS NOT A WRITTEN REPRESENTATION AS TO THE CONDITION OF TITLE AND MAY NOT LIST ALL LIENS, DEFECTS AND ENCUMBRANCES AFFECTING TITLE TO THE LAND.

THIS REPORT (AND ANY SUPPLEMENTS OR AMENDMENTS HERETO) IS ISSUED SOLELY FOR THE PURPOSE OF FACILITATING THE ISSUANCE OF A POLICY OF TITLE INSURANCE AND NO LIABILITY IS ASSUMED HEREBY. IF IT IS DESIRED THAT LIABILITY BE ASSUMED PRIOR TO THE ISSUANCE OF A POLICY OF TITLE INSURANCE, A BINDER OR COMMITMENT SHOULD BE REQUESTED.

THE FORM OF POLICY OF TITLE INSURANCE CONTEMPLATED BY THIS REPORT IS:

ALTA/CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE, IF APPLICABLE, OR

CLTA/ALTA STANDARD OWNER'S POLICY; AND/OR

ALTA LOAN POLICY, IF APPLICABLE, OR CLTA STANDARD LOAN POLICY

A SPECIFIC REQUEST SHOULD BE MADE IF ANOTHER FORM OR ADDITIONAL COVERAGE IS DESIRED.

EXHIBIT "1"

ORDER NO.: VE1840722

SCHEDULE A

THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A FEE

TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

WILLIAM L. BRYAN III AND EDITH BRYAN, HUSBAND AND WIFE AS JOINT TENANTS, SUBJECT TO PROCEEDINGS PENDING IN THE CENTRAL DISTRICT OF CALIFORNIA OF THE U. S. DISTRICT COURT, RIVERSIDE, ENTITLED IN RE: BANKRUPTCY PETITION, CASE NO. 6:18-BK-13434-MW, WHEREIN A PETITION FOR RELIEF WAS FILED APRIL 25, 2018.

PLEASE NOTE: BANKRUPTCY RULE NO. 6004.(g) STATES: "AN ORDER AUTHORIZING THE USE, SALE, OR LEASE OF PROPERTY OTHER THAN CASH COLLATERAL IS STAYED UNTIL THE EXPIRATION OF 14 DAYS AFTER THE ENTRY OF THE ORDER, UNLESS THE COURT ORDERS OTHERWISE."

THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

SEE EXHIBIT "A" ATTACHED HERETO

ORDER NO.: VE1840722

EXHIBIT "A"

LOT 270 OF TRACT 30493-2, IN THE CITY OF LAKE ELSINORE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 370, PAGES 73 THROUGH 77, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT ALL OIL, ASPHALTUM, PETROLEUM, NATURAL GAS AND OTHER HYDROCARBONS AND ANY OTHER VALUABLE MINERAL SUBSTANCES AND PRODUCTS, AND ALL OTHER MINERALS, WHETHER OR NOT OF THE SAME CHARACTER HEREINBEFORE GENERALLY DESCRIBED, IN OR UNDER SAID LAND AND LYING AND BEING AT A VERTICAL DEPTH OF 500 OR MORE FEET BELOW THE PRESENT NATURAL SURFACE OF THE GROUND, BUT WITHOUT RIGHT OF ENTRY ON THE SURFACE OR WITHIN A VERTICAL DEPTH OF 500 FEET BELOW THE PRESENT SURFACE OF THE GROUND.

END OF LEGAL DESCRIPTION

ORDER NO.: VE1840722

SCHEDULE B

AT THE DATE HEREOF EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS
AND EXCLUSIONS IN SAID POLICY FORM DESIGNATED ON THE FACE PAGE OF THIS REPORT
WOULD BE AS FOLLOWS:

A. GENERAL AND SPECIAL TAXES FOR THE FISCAL YEAR 2018-2019

TOTAL:	\$5,675.48	
FIRST INSTALLMENT:	\$2,837.74	OPEN
SECOND INSTALLMENT:	\$2,837.74	OPEN

ASSESSED VALUATION:	
LAND VALUE:	\$66,231.00
IMPROVEMENTS:	\$165,582.00
EXEMPTION:	\$7,000.00

CODE AREA:	005-052
A. P. NO.:	363-800-019-2

B. AN ASSESSMENT (1915 ACT) IN THE ORIGINAL AMOUNT OF \$0.00, FILED IN THE OFFICE OF THE
TREASURER OF CITY OF LAKE ELSINORE

NO.:	0013	
SERIES NO.:	93-1	
ISSUED:	JUNE 14, 1993	
FOR:	EXISTING IMPROVEMENTS ON RAILROAD CANYON	

THIS BOND IS COLLECTED WITH THE PROPERTY TAXES.

C. AN ASSESSMENT (1915 ACT) IN THE ORIGINAL AMOUNT OF \$0.00, FILED IN THE OFFICE OF THE
TREASURER OF CITY OF LAKE ELSINORE

ASSESSMENT NO.:	0014	
SERIES NO.:	93-1	
ISSUED:	JUNE 14, 1993	
FOR:	EXISTING IMPROVEMENTS ON RAILROAD CANYON	

THIS BOND IS COLLECTED WITH THE PROPERTY TAXES.

ORDER NO.: VE1840722

- D. AN ASSESSMENT (1915 ACT) IN THE ORIGINAL AMOUNT OF \$0.00, FILED IN THE OFFICE OF THE TREASURER OF CITY OF LAKE ELSINORE

ASSESSMENT NO.: 0015
SERIES NO.: 93-1
ISSUED: JUNE 14, 1993
FOR: EXISTING IMPROVEMENTS ON RAILROAD CANYON

THIS BOND IS COLLECTED WITH THE PROPERTY TAXES.

- E. THE LIEN OF SUPPLEMENTAL TAXES ASSESSED PURSUANT TO CHAPTER 3.5 COMMENCING WITH SECTION 75 OF THE CALIFORNIA REVENUE AND TAXATION CODE.

- F. SAID LAND LIES WITHIN THE BOUNDARIES OF SPECIAL TAX ASSESSMENT DISTRICT CREATED BY A "COMMUNITY FACILITIES DISTRICT" MAP RECORDED UNDER THE PROVISIONS OF THE MELLO-ROOS ACT 9 STREETS AND HIGHWAY CODE (SECTION 3100, ET SEQ.) THE CALIFORNIA STATE LEGISLATURE, AND IS SUBJECT TO ALL ASSESSMENTS LEVIED THEREBY.

SAID ASSESSMENT IS INCORPORATED INTO THE REGULAR PROPERTY TAX BILL AND IS PART OF THE GENERAL TAX COLLECTION PROCESS.

1. WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT SHOWN BY THE PUBLIC RECORDS.
2. THE RIGHTS OF THE PUBLIC IN AND TO THAT PORTION OF THE HEREIN DESCRIBED LAND LYING WITHIN PUBLIC ROADS
3. RESERVATION CONTAINED IN A PATENT FROM THE UNITED STATES OF AMERICA,

RECORDED: JULY 24, 1908 IN BOOK 4, PAGE 116, OFFICIAL RECORDS

"SUBJECT TO ANY VESTED AND ACCRUED WATER RIGHTS FOR MINING, AGRICULTURAL, MANUFACTURING OR" OTHER PURPOSES, AND RIGHTS TO DITCHES AND RESERVOIRS USED IN CONNECTION WITH SUCH WATER RIGHTS AS MAY BE RECOGNIZED AND ACKNOWLEDGED BY THE LOCAL CUSTOMS, LAWS AND DECISIONS OF COURTS, AND A RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES.

4. COVENANTS, CONDITIONS AND RESTRICTIONS, WHICH PROVIDE THAT A VIOLATION THEREOF SHALL NOT DEFEAT OR RENDER INVALID THE LIEN OF ANY FIRST MORTGAGE OR DEED OF TRUST MADE IN GOOD FAITH AND FOR VALUE, BUT DELETING ANY COVENANT, CONDITION OR RESTRICTION INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, NATIONAL ORIGIN, SEXUAL ORIENTATION, MARITAL STATUS, ANCESTRY, SOURCE OF INCOME OR DISABILITY, TO THE EXTENT SUCH COVENANTS, CONDITIONS OR RESTRICTIONS VIOLATE TITLE 42, SECTION 3604(C), OF THE UNITED STATES CODES OR SECTION 12955 OF THE CALIFORNIA GOVERNMENT CODE. LAWFUL RESTRICTIONS UNDER STATE AND FEDERAL LAW ON THE AGE OF OCCUPANTS IN SENIOR HOUSING OR HOUSING FOR OLDER PERSONS SHALL NOT BE CONSTRUED AS RESTRICTIONS BASED ON FAMILIAL STATUS.

RECORDED: MARCH 6, 1912 IN BOOK 347, PAGE 127 OF DEEDS

5. A DEDICATION OF ALL SUBSURFACE WATER RIGHTS TO THE CITY OF LAKE ELSINORE, OR ITS ASSIGNEE, MADE IN THE OWNERS CERTIFICATE OF SAID PARCEL MAP NO. 30962.

ORDER NO.: VE1840722

6. AN EASEMENT FOR PURPOSES STATED AND INCIDENTAL RIGHTS.

FOR: UNDERGROUND ELECTRICAL SUPPLY SYSTEMS AND
COMMUNICATION SYSTEMS
GRANTED TO: SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION
RECORDED: APRIL 8, 2004 AS INSTRUMENT NO. 2004-0253408, OFFICIAL
RECORDS

AFFECTS: AS MORE PARTICULARLY DESCRIBED THEREIN.

7. AN EASEMENT FOR PURPOSES STATED AND INCIDENTAL RIGHTS.

FOR: UNDERGROUND ELECTRICAL SUPPLY SYSTEMS AND
COMMUNICATION SYSTEMS
GRANTED TO: SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, ITS
SUCCESSORS AND ASSIGNS
RECORDED: APRIL 21, 2005 AS INSTRUMENT NO. 2005-0311782, OFFICIAL
RECORDS

AFFECTS: ALL STREETS, HIGHWAYS, PUBLIC PLACES, AND WITHIN SIX FEET
OF ALL FRONT LOT LINES, ALSO THREE FEET ON EACH SIDE OF
ALL SIDE LOT LINES OF LOTS 12 THROUGH 25, INCLUSIVE, LOTS
252 THROUGH 287, INCLUSIVE, AND LOTS 380, THROUGH 386,
INCLUSIVE, ALL OF TRACT NO. 30493-2.

TOGETHER WITH VARIOUS STRIPS OF LAND LYING WITHIN SAID
LOTS 15, 263, 276, AND 386 AS MORE PARTICULARLY DESCRIBED
IN SAID DOCUMENT .

8. COVENANTS, CONDITIONS AND RESTRICTIONS, WHICH PROVIDE THAT A VIOLATION THEREOF
SHALL NOT DEFEAT OR RENDER INVALID THE LIEN OF ANY FIRST MORTGAGE OR DEED OF
TRUST MADE IN GOOD FAITH AND FOR VALUE, BUT DELETING ANY COVENANT, CONDITION OR
RESTRICTION INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE,
COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, NATIONAL ORIGIN, SEXUAL ORIENTATION,
MARITAL STATUS, ANCESTRY, SOURCE OF INCOME OR DISABILITY, TO THE EXTENT SUCH
COVENANTS, CONDITIONS OR RESTRICTIONS VIOLATE TITLE 42, SECTION 3604(C), OF THE
UNITED STATES CODES OR SECTION 12955 OF THE CALIFORNIA GOVERNMENT CODE. LAWFUL
RESTRICTIONS UNDER STATE AND FEDERAL LAW ON THE AGE OF OCCUPANTS IN SENIOR
HOUSING OR HOUSING FOR OLDER PERSONS SHALL NOT BE CONSTRUED AS RESTRICTIONS
BASED ON FAMILIAL STATUS.

RECORDED: DECEMBER 29, 2000 AS INSTRUMENT NO. 2000-0521188, OFFICIAL RECORDS

SAID DOCUMENT, AMONG OTHER THINGS, PROVIDES THAT:

INSTALLATION AND MAINTENANCE OF UTILITIES

THE PROVISIONS OF SAID COVENANTS, CONDITIONS AND RESTRICTIONS WERE EXTENDED
TO INCLUDE THE HEREIN DESCRIBED LAND BY A DECLARATION OF ANNEXATION RECORDED
JULY 29, 2005 AS INSTRUMENT NO. 2005-0611544, OF OFFICIAL RECORDS.

A DOCUMENT DECLARING MODIFICATIONS THEREOF RECORDED FEBRUARY 3, 2006 AS
INSTRUMENT NO. 2006-0084932, OF OFFICIAL RECORDS.

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9. AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES.

GRANTED TO: VERIZON CALIFORNIA INC., A CORPORATION
RECORDED: SEPTEMBER 29, 2005 AS INSTRUMENT NO. 2005-0803518, OFFICIAL RECORDS.
AFFECTS: A 3.00 STRIP OF LAND, PARALLEL AND ADJACENT TO THE INTERIOR OF THE SIDE LOT LINES OF LOTS 12 THROUGH 26, INCLUSIVE, AND LOTS 252 THROUGH 287, INCLUSIVE, AND LOTS 380 THROUGH 386, INCLUSIVE, AS SHOWN ON SAID TRACT MAP 30493-2, EXCEPTING THOSE SIDE LOT LINES WHICH ARE THE RIGHT OF WAY OF A STREET.

ALSO, AN EASEMENT OVER ANY AREAS DEDICATED TO THE CITY OF LAKE ELSINORE FOR PUBLIC UTILITY PURPOSES OR AS PUBLIC UTILITY EASEMENTS.

10. ANY FACTS, RIGHTS, INTERESTS OR CLAIMS WHICH WOULD BE DISCLOSED BY A CORRECT ALTA/ACSM SURVEY.

11. A DEED OF TRUST TO SECURE AN ORIGINAL INDEBTEDNESS AND ANY OTHER AMOUNTS OR OBLIGATIONS SECURED THEREBY

AMOUNT: \$154,833.00
DATED: MAY 1, 2012
TRUSTOR: WILLIAM L. BRYAN III AND EDITH BRYAN, HUSBAND AND WIFE AS JOINT TENANTS
TRUSTEE: FIDELITY NATIONAL TITLE COMPANY
BENEFICIARY: IMORTGAGE.COM, INC.
RECORDED: MAY 7, 2012 AS INSTRUMENT NO. 2012-0207584 OF OFFICIAL RECORDS.
LOAN NO.: 1101203013

ACCORDING TO THE PUBLIC RECORDS, THE BENEFICIAL INTEREST UNDER THE DEED OF TRUST WAS ASSIGNED TO WELLS FARGO BANK, NA BY ASSIGNMENT RECORDED JULY 9, 2013 AS INSTRUMENT NO. 2013-0330746 OF OFFICIAL RECORDS.

A DOCUMENT RECORDED DECEMBER 14, 2017 AS INSTRUMENT NO. 2017-0525450 OF OFFICIAL RECORDS PROVIDES THAT QUALITY LOAN SERVICE CORPORATION WAS SUBSTITUTED AS TRUSTEE UNDER THE DEED OF TRUST.

A NOTICE OF DEFAULT RECORDED DECEMBER 19, 2017 AS INSTRUMENT NO. 2017-0531701 OF OFFICIAL RECORDS.

A NOTICE OF TRUSTEE'S SALE RECORDED MARCH 21, 2018 AS INSTRUMENT NO. 2018-0106345 OF OFFICIAL RECORDS.

12. A DEED OF TRUST TO SECURE AN ORIGINAL INDEBTEDNESS AND ANY OTHER AMOUNTS OR OBLIGATIONS SECURED THEREBY

AMOUNT: \$63,000.00
DATED: APRIL 30, 2012
TRUSTOR: WILLIAM L. BRYAN III AND EDITH BRYAN, HUSBAND AND WIFE AS JOINT TENANTS
TRUSTEE: COUNTY OF RIVERSIDE ECONOMIC DEVELOPMENT AGENCY
BENEFICIARY: COUNTY OF RIVERSIDE, A PUBLIC AGENCY
RECORDED: MAY 7, 2012 AS INSTRUMENT NO. 2012-0207585 OF OFFICIAL RECORDS.
LOAN NO.: NSP3-01-015

EXHIBIT "1"

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NOTE: ABOVE DOCUMENT SECURES A SHARED APPRECIATION LOAN WITHIN THE MEANING OF CIVIL CODE SECTION 1917, ET SEQ.

13. A NOTICE OF HOMEOWNERS ASSOCIATION ASSESSMENT LIEN

ASSOCIATION: COTTONWOOD CANYON HILLS COMMUNITY ASSOCIATION
AMOUNT: \$876.08, AND ANY OTHER AMOUNTS DUE THEREUNDER.
RECORDED: APRIL 23, 2014 AS INSTRUMENT NO. 2014-0147488 OF OFFICIAL RECORDS.

14. A DEED OF TRUST TO SECURE AN ORIGINAL INDEBTEDNESS AND ANY OTHER AMOUNTS OR OBLIGATIONS SECURED THEREBY

AMOUNT: \$45,144.28
DATED: APRIL 17, 2015
TRUSTOR: WILLIAM L. BRYAN III AND EDITH BRYAN, HUSBAND AND WIFE
TRUSTEE: FIDELITY NATIONAL TITLE COMPANY
BENEFICIARY: SECRETARY OF HOUSING AND URBAN DEVELOPMENT
RECORDED: MAY 20, 2015 AS INSTRUMENT NO. 2015-0210383 OF OFFICIAL RECORDS.

15. A NOTICE OF HOMEOWNERS ASSOCIATION ASSESSMENT LIEN

ASSOCIATION: COTTONWOOD CANYON HILLS COMMUNITY ASSOCIATION
AMOUNT: \$1,239.81, AND ANY OTHER AMOUNTS DUE THEREUNDER.
RECORDED: AUGUST 22, 2016 AS INSTRUMENT NO. 2016-0359579 OF OFFICIAL RECORDS.

16. NOTICE OF PENDENCY OF ACTION

COURT: SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE,
RIVERSIDE COURTHOUSE- CIVIL DIVISION
CASE NO.: RIC1707360
PLAINTIFF: COTTONWOOD CANYON HILLS COMMUNITY ASSOCIATION, A
CALIFORNIA NONPROFIT MUTUAL BENEFIT CORPORATION
DEFENDANT: WILLIAM L. BRYAN III AND EDITH BRYAN
PURPOSE: TO FORECLOSE THE ASSESSMENT LIEN
RECORDED: MAY 30, 2017 AS INSTRUMENT NO. 2017-0214470 OF OFFICIAL RECORDS.

17. A NOTICE OF HOMEOWNERS ASSOCIATION ASSESSMENT LIEN

ASSOCIATION: COTTONWOOD CANYON HILLS COMMUNITY ASSOCIATION
AMOUNT: \$1,528.57, AND ANY OTHER AMOUNTS DUE THEREUNDER.
RECORDED: MARCH 9, 2018 AS INSTRUMENT NO. 2018-0091469 OF OFFICIAL RECORDS.

18. AN ABSTRACT OF JUDGMENT

COURT: SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE
CASE NO.: RIC1510424
DEBTOR: WILLIAM L. BRYAN, III, AN INDIVIDUAL AND EDITH BRYAN, AN
INDIVIDUAL
CREDITOR: COTTONWOOD CANYON HILLS COMMUNITY ASSOCIATION, A
CALIFORNIA NON-PROFIT MUTUAL BENEFIT CORPORATION
AMOUNT: \$6,500.15, AND ANY OTHER AMOUNTS DUE THEREUNDER.
RECORDED: FEBRUARY 17, 2016 AS INSTRUMENT NO. 2016-0062073 OF
OFFICIAL RECORDS.

EXHIBIT "1"

ORDER NO.: VE1840722

19. AN ABSTRACT OF JUDGMENT

COURT:	SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE
CASE NO.:	RIC1707360
DEBTOR:	WILLIAM L. BRYAN, III AND EDITH BRYAN
CREDITOR:	COTTONWOOD CANYON HILLS COMMUNITY ASSOCIATION, A CALIFORNIA NONPROFIT MUTUAL BENEFIT CORPORATION
AMOUNT:	\$5,981.96, AND ANY OTHER AMOUNTS DUE THEREUNDER.
RECORDED:	DECEMBER 7, 2017 AS INSTRUMENT NO. <u>2017-0514178</u> OF OFFICIAL RECORDS.

20. ANY DEFECTS, LIENS, ENCUMBRANCES OR OTHER MATTERS WHICH NAME PARTIES WITH THE
SAME OR SIMILAR NAMES AS VESTEES.

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REQUIREMENTS:

22. PRIOR TO THE ISSUANCE OF ANY POLICY OF TITLE INSURANCE, THE COMPANY WILL REQUIRE:
- A. THE RECEIPT AND REVIEW OF THE COMPLETED OWNER'S AFFIDAVIT SUBJECT TO FURTHER REQUIREMENTS OF THIS COMPANY.
 - B. THIS TRANSACTION MAY BE SUBJECT TO A CONFIDENTIAL ORDER ISSUED PURSUANT TO THE BANK SECRECY ACT. THE POLICY ISSUING AGENT MUST BE PROVIDED WITH CERTAIN INFORMATION NECESSARY TO COMPLY WITH THE CONFIDENTIAL ORDER PRIOR TO THE CLOSING. THIS TRANSACTION WILL NOT BE INSURED AND THIS ISSUING AGENT AND/OR ITS UNDERWRITER WILL NOT BE INVOLVED IN THE CLOSING AND SETTLEMENT UNTIL THIS INFORMATION IS SUBMITTED, REVIEWED AND FOUND TO BE COMPLETE.
 - C. THE NAME SEARCH NECESSARY TO ASCERTAIN THE EXISTENCE OF MATTERS REFERRED TO IN ITEM NO. 21 HAS NOT BEEN COMPLETED. IN ORDER TO COMPLETE THIS PRELIMINARY REPORT OR COMMITMENT, WE WILL REQUIRE A STATEMENT OF INFORMATION.

IMPORTANT: PLEASE FORWARD THE STATEMENT OF INFORMATION TO US AS SOON AS POSSIBLE, BUT NO LATER THAN 10 WORKING DAYS BEFORE CLOSING. THIS WILL HELP TO AVOID ANY LAST MINUTE DELAYS WITH YOUR CLOSING AND RECORDING.

*****END OF SCHEDULE B*****

ORDER NO.: VE1840722

Statement of Information

EQUITY TITLE COMPANY maintains procedural safeguards that comply with federal standards to protect the confidentiality and security of non-public personal information. This statement will serve to establish identity, eliminate matters affecting persons of similar name, protect you against forgeries, and speed the completion of your title and escrow services. **PLEASE BE SURE YOU HAVE FILLED THIS FORM OUT COMPLETELY, INCLUDING SIGNATURES AND DATE. NOT PROVIDING REQUESTED INFORMATION MAY CAUSE A DELAY IN THE CLOSE OF YOUR TRANSACTION. - THANK YOU -**
FOR ONLINE VERSION OF THIS FORM [CLICK HERE](#) FOR MORE INFORMATION ON THIS FORM [CLICK HERE](#)

ESCROW NO. _____ TITLE ORDER: VE1840722
NAME _____ SOC. SEC. NUMBER _____
FIRST FULL MIDDLE NAME LAST DRIVER'S LICENSE NUMBER _____

DATE OF BIRTH _____ BIRTHPLACE _____ HOME PHONE _____

YOUR BUSINESS PHONE _____ YOUR CELL PHONE _____ YOUR FAX _____

YOUR E-MAIL _____ SPOUSE/DOMESTIC PARTNER E-MAIL _____

LIVED IN USA SINCE _____ LIVED IN CALIFORNIA SINCE _____

(CIRCLE ONE) NAME OF SPOUSE/
DOMESTIC PARTNER _____ SOC. SEC. NUMBER _____
FIRST FULL MIDDLE NAME LAST DRIVER'S LICENSE NUMBER _____

DATE OF BIRTH _____ BIRTHPLACE _____ PREVIOUS NAME _____

SPOUSE/DOMESTIC PARTNER BUSINESS PHONE _____ CELL PHONE _____ FAX _____

LIVED IN USA SINCE _____ LIVED IN CALIFORNIA SINCE _____

IF MARRIED, OR IN A DOMESTIC PARTNERSHIP, DATE: _____ AT _____ CITY AND STATE _____

PREVIOUS MARRIAGE(S) OR DOMESTIC PARTNERSHIP(S) (if no previous marriage or domestic partnership, write "NONE"):

(CIRCLE ONE) NAME OF FORMER SPOUSE/DOMESTIC PARTNER _____ DECEASED DATE _____
DIVORCED WHERE _____

(CIRCLE ONE) NAME OF FORMER SPOUSE/DOMESTIC PARTNER _____ DECEASED DATE _____
DIVORCED WHERE _____

(ATTACH ADDITIONAL PAGE, IF NECESSARY)

CHILDREN: NAME _____ DATE OF BIRTH _____ NAME _____ DATE OF BIRTH _____

NAME _____ DATE OF BIRTH _____ NAME _____ DATE OF BIRTH _____

(ATTACH ADDITIONAL PAGE, IF NECESSARY)

INFORMATION COVERING PAST 10 YEARS.

Residence: NUMBER AND STREET _____ CITY _____ ZIP CODE _____ FROM _____ TO _____

NUMBER AND STREET _____ CITY _____ ZIP CODE _____ FROM _____ TO _____

Your Employment: NUMBER AND STREET _____ CITY _____ ZIP CODE _____ FROM _____ TO _____

FIRM NAME AND ADDRESS _____ CITY _____ ZIP CODE _____ FROM _____ TO _____

FIRM NAME AND ADDRESS _____ CITY _____ ZIP CODE _____ FROM _____ TO _____

FIRM NAME AND ADDRESS _____ CITY _____ ZIP CODE _____ FROM _____ TO _____

Spouse/Domestic Partner Employment: FIRM NAME AND ADDRESS _____ CITY _____ ZIP CODE _____ FROM _____ TO _____

FIRM NAME AND ADDRESS _____ CITY _____ ZIP CODE _____ FROM _____ TO _____

FIRM NAME AND ADDRESS _____ CITY _____ ZIP CODE _____ FROM _____ TO _____

HAVE YOU OR YOUR SPOUSE/DOMESTIC PARTNER OWNED OR OPERATED A BUSINESS?

☐ YES ☐ NO IF SO, PLEASE LIST NAMES _____

I HAVE NEVER BEEN ADJUDGED BANKRUPT, NOR ARE THERE ANY UNSATISFIED JUDGMENTS OR OTHER MATTERS PENDING AGAINST ME WHICH MIGHT AFFECT MY TITLE TO THIS PROPERTY EXCEPT AS FOLLOWS:

THE STREET ADDRESS OF THE PROPERTY IN THIS TRANSACTION IS: 34282 LUPINE COURT

The undersigned declare, under penalty of perjury, that the foregoing is true and correct.

Date: _____ X _____
(SIGNATURE)

Date: _____ X _____
(SPOUSE/DOMESTIC PARTNER SIGNATURE)

EXHIBIT 1

ORDER NO.: VE1840722

Owners Affidavit:

In connection with the property located at: **34282 LUPINE COURT**
LAKE ELSINORE, CA

The undersigned Owner(s) (if more than one, each jointly and severally) ("OWNER") of the above described Property, makes the following statements, declarations, representations and warranties to EQUITY TITLE COMPANY ("Company") and to Underwriter:

[☐] 1. Owner warrants and represents that I/we is/are the owner of the property, that they have no pending court proceedings including but not limited to bankruptcies or unsatisfied judgment(s) of record, or in any court. No State of California, Federal, or any other tax liens filed or taxes assessed against them which may result in liens against the real property involved in this transaction, including notices, citations and violations imposed by the covenants, conditions and restrictions, bylaw and rules and regulations of any homeowners' association.

[☐] 2. Owner represents that they have not contracted for, ordered, or agreed to the supplying of any labor, materials or construction-related services for construction for improvements on the Property, or for remodeling, renovation, repair or other maintenance or construction of any improvements located on said Property.

[☐] 3. Owner represents that they know of no claims, encroachments, rights, interests, easements, rights of way, liens, agreements, notices, options, contracts, HOA charges or fees, HOA liens, or other matters affecting the Property, whether verbal, written, unrecorded, or appearing in the public records.

[☐] 4. Owner represents that they have not leased, permitted or granted to any other person or entity, verbally, in writing or otherwise, any right to use, possess, occupy or inhabit the Property or any part thereof for any purpose, and no other person has or claims any present right to use or possess the Property.

[☐] 5. Owner understands that Title Company and Underwriter will rely on the statements, declarations, representations and warranties herein to close the transaction of which this affidavit and report referenced herein are material parts, and to issue a policy or policies of title insurance on the Property, and Owner agrees to indemnify and hold Title Company and/or Underwriter harmless from and against any loss or damage either or both may sustain, including, but not limited, to reasonable attorney's fees and all court costs should any of the statements, declarations, representations and warranties herein be incorrect.

EXCEPTIONS: [☐] There are no exceptions to the above statements

[☐] The only exceptions to the above statements are:

Date: _____

(SIGNATURE)

(SIGNATURE)

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NOTES:

WE DEPOSIT FUNDS RECEIVED ON YOUR BEHALF IN STATE OR FEDERALLY-CHARTERED BANKS THAT ARE INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION("FDIC"). THE ACCOUNT IS CURRENTLY HELD AT COMERICA BANK.

FDIC DEPOSIT INSURANCE COVERAGE APPLIES TO A MAXIMUM AMOUNT OF \$250,000 PER DEPOSITOR FOR DEPOSITS HELD IN THE SAME LEGAL OWNERSHIP CATEGORY AT EACH BANK. FOR EXAMPLE, FUNDS HELD ON YOUR BEHALF IN AN ACCOUNT MAINTAINED BY US WILL BE COMBINED WITH ANY INDIVIDUAL ACCOUNTS HELD DIRECTLY BY YOU AT THE SAME BANK. YOU ARE RESPONSIBLE FOR MONITORING THE TOTAL AMOUNT OF DEPOSITS THAT ARE OWNED DIRECTLY OR INDIRECTLY BY YOU IN ANY ONE BANK.

IF YOU HAVE QUESTIONS ABOUT FDIC DEPOSIT INSURANCE, CONTACT YOUR FINANCIAL OR LEGAL ADVISORS OR GO TO [HTTP://WWW.FDIC.GOV/DEPOSIT/DEPOSITS/INDEX.HTML](http://www.fdic.gov/deposit/deposits/index.html). WE DO NOT GUARANTEE THE SOLVENCY OF ANY BANK INTO WHICH FUNDS ARE DEPOSITED AND WE ASSUME NO LIABILITY FOR ANY LOSS YOU INCUR DUE TO THE FAILURE, INSOLVENCY OR SUSPENSION OF OPERATIONS OF ANY BANK OR THE \$250,000 FDIC DEPOSIT INSURANCE LIMIT.

UNLESS OTHERWISE AGREED IN WRITING, EACH OF THE PRINCIPALS AGREES, UNDERSTANDS AND ACKNOWLEDGES THAT: THE ESCROW ACCOUNT IS NON-INTEREST-BEARING; NO FINANCIAL OR OTHER BENEFITS WILL BE EARNED BY OR PROVIDED TO ANY OF THE PRINCIPALS WITH RESPECT TO SUCH FUNDS' AND EQUITY TITLE COMPANY AND ITS AFFILIATES MAY INSTEAD RECEIVE DIRECT AND INDIRECT FINANCIAL AND OTHER BENEFITS FROM THE DEPOSITORY WITH RESPECT TO SUCH FUNDS THESE BENEFITS SHALL BE TREATED AS ADDITIONAL COMPENSATION TO EQUITY TITLE COMPANY FOR ITS SERVICES AS AN ESCROW HOLDER IN THIS TRANSACTION.

NOTE: IF APPLICABLE, AND UNLESS OTHERWISE DIRECTED IN WRITING, EQUITY TITLE COMPANY ISSUES THE ALTA HOME OWNER'S POLICY ON RESIDENTIAL PROPERTY SALE TRANSACTIONS.

NOTE: THIS COMPANY REQUIRES CURRENT BENEFICIARY DEMANDS PRIOR TO CLOSING. NO PAYOFFS WILL BE MADE USING "VERBAL" FIGURES

NOTE: EFFECTIVE JANUARY 1, 1990, ASSEMBLY BILL 512, ENACTED AS CHAPTER 598, WILL ADD SECTION 12413.1 TO THE CALIFORNIA INSURANCE CODE DEALING WITH THE "GOOD FUNDS" ISSUE. FUNDS DEPOSITED BY:

- ☐ CASH AND BY ELECTRONIC TRANSFER (WIRED FUNDS) WILL BE AVAILABLE FOR SAME DAY DISBURSEMENTS.
- ☐ CASHIER'S CHECKS, CERTIFIED CHECKS AND TELLER'S CHECKS WILL BE AVAILABLE FOR NEXT DAY DISBURSEMENTS.
- ☐ ALL OTHER TYPES OF CHECKS WILL NOT BE AVAILABLE FOR DISBURSEMENT UNTIL THE DAY PROVIDED IN REGULATION CC ADOPTED BY THE FEDERAL RESERVE BOARD OF GOVERNORS.
- ☐ A DRAFT WILL NOT BE AVAILABLE FOR DISBURSEMENT UNTIL THE DRAFT HAS BEEN SUBMITTED FOR COLLECTION AND PAYMENT RECEIVED BY OUR BANK.

PLEASE NOTE: THIS COMPANY WILL MAKE DISBURSEMENTS ONLY IN THE SAME MANNER AS WHICH FUNDS ARE RECEIVED. SHOULD THIS COMPANY BE REQUESTED TO MAKE ANY DISBURSEMENTS BY ELECTRONIC TRANSFER (WIRED FUNDS), THIS COMPANY WILL REQUIRE FUNDS TO BE DEPOSITED TO OUR ACCOUNT BY ELECTRONIC TRANSFER.

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EQUITY TITLE COMPANY

1901 SOLAR DRIVE, SUITE 170
OXNARD, CA 93036
PHONE: (805) 706-2050

YOUR NO.:
OUR NO.: VE1840722
DATE: JULY 18, 2018 AT 7:30 A.M.

MINDY BECKHAM AND CARLA WHITED, TITLE OFFICER

LENDERS SUPPLEMENTAL REPORT

THE ABOVE NUMBERED REPORT (INCLUDING ANY SUPPLEMENTS OR AMENDMENTS THERETO) IS HEREBY MODIFIED AND/OR SUPPLEMENTED IN ORDER TO REFLECT THE FOLLOWING ADDITIONAL ITEMS RELATING TO THE ISSUANCE OF AN AMERICAN LAND TITLE ASSOCIATION LOAN FORM POLICY AS FOLLOWS:

THIS REPORT IS PREPARATORY TO THE ISSUANCE OF AN ALTA LOAN POLICY. WE HAVE NO KNOWLEDGE OF ANY FACT WHICH WOULD PRECLUDE THE ISSUANCE OF THE POLICY WITH CLTA ENDORSEMENT FORMS 100 AND 116 ATTACHED.

WHEN ISSUED, THE CLTA ENDORSEMENT FORM 116 WILL REFERENCE A **PLANNED UNIT DEVELOPMENT**

KNOWN AS

34282 LUPINE COURT, CITY OF LAKE ELSINORE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

ACCORDING TO THE PUBLIC RECORDS, THERE HAVE BEEN NO DEEDS CONVEYING THE LAND DESCRIBED HEREIN WITHIN A PERIOD OF TWENTY-FOUR (24) MONTHS PRIOR TO THE DATE OF THIS REPORT, EXCEPT AS FOLLOWS:

NONE.



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PRIVACY POLICY Rev 10-23-2017

FACTS

WHAT DOES EQUITY TITLE COMPANY DO WITH YOUR PERSONAL INFORMATION?

Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and account balances
- payment history and credit card or other debt
- checking account information and wire transfer instructions

When you are *no longer* our customer, we continue to share your information as described in this notice.

How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons EQUITY TITLE COMPANY chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does EQUITY TITLE COMPANY share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes— information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share
Get more info?	www.titleresources.com	

ORDER NO.: VE1840722

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Who we are	
Who is providing this notice?	EQUITY TITLE COMPANY
What we do	
How does EQUITY TITLE COMPANY protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does EQUITY TITLE COMPANY collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> ■ apply for insurance or pay insurance premiums ■ provide your mortgage information or show your driver's license ■ give us your contact information <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> ■ Sharing for affiliates' everyday business purposes—information about your creditworthiness ■ Affiliates from using your information to market to you ■ Sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing.</p>
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> ■ <i>Our affiliates include companies that are owned in whole or in part by Realogy Holdings Corp., such as Better Homes and Gardens® Real Estate, CENTURY 21®, Coldwell Banker®, Coldwell Banker Commercial®, The Corcoran Group®, ERA®, Sotheby's International Realty®, ZipRealty®, NRT LLC, Cartus and Title Resource Group.</i>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> ■ <i>EQUITY TITLE COMPANY does not share with nonaffiliates so they can market to you</i>
Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> ■ <i>EQUITY TITLE COMPANY does not share with nonaffiliated financial companies for joint marketing purposes</i>

EQUITY TITLE COMPANY

Available Discounts

EQUITY TITLE COMPANY is pleased to inform you that upon proper qualification, there are premium discounts available upon the purchase of title insurance covering improved property with a one to four family residential dwelling.

Such discounts could apply to:

- Property located within an area proclaimed a state or federal disaster area
- Property purchased from a foreclosing beneficiary or successful bidder at a foreclosure sale
- Property being refinanced

Please talk with your title officer to determine your qualification for any of these discounts.

EXHIBIT B (Revised 11-01-2014)

LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (By Policy Type)

1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY – 1990 (Revised 04/08/14)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

- (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
- Defects, liens, encumbrances, adverse claims, or other matters:
 - whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - resulting in no loss or damage to the insured claimant;
 - attaching or created subsequent to Date of Policy; or
 - resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
- Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable "doing business" laws of the state in which the land is situated.
- Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
- Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by their policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B PART 1

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

- Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or by the public records.
- Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
- Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
- Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
- (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
- Any lien or right to a lien for services, labor or material not shown by the public records.

2. CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE 2013 / ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE 2013 (Revised 12/02/13)

Covered Risks 16 (Subdivision Law Violation), 18 (Building Permit), 19 (Zoning) and 21 (Encroachment of boundary walls or fences) are subject to Deductible Amounts and Maximum Dollar Limits of Liability

EXCLUSIONS FROM COVERAGE

In addition to the exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

- Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
 - building
 - zoning
 - land use;
 - improvements on the land
 - land division
 - environmental protection.This exclusion does not limit the coverage described in Covered Risk 8a, 14, 15, 16, 18, 19, 20, 23, or 27.
- The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit coverage described in Covered Risk 14 or 15.
- The right to take the land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
- Risks:
 - that are created, allowed, or agreed to by You, whether or not they appear in the Public Records;
 - that are Known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date;
 - that result in no loss to You; or
 - that first occur after the Policy Date -- this does not limit the coverage described in Covered Risk 7, 8 e, 25, 26, 27, or 28.
- Failure to pay value for Your Title.
- Lack of a right:
 - to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - in streets, alleys, or waterways that touch the Land.This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
- The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditor's rights laws.
- Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
- Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

3. ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (12/02/13)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorney's fees or expenses which arise by reason of:

- (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to:
 - the occupancy, use, or enjoyment of the Land;
 - the character, dimensions, or location of any improvement erected on the Land;
 - the subdivision of land; or

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- (iv) environmental protection;
or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
- 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
- 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
- 6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
- 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
- 8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
- 9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
- 10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
- 11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

4. 2006 ALTA LOAN POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

- 1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
- 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
- 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
- 6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
- 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

- 1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- 2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
- 3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
- 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
- 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
- 6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

5. 2006 ALTA OWNER'S POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

- 1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
- 4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or

EXHIBIT "1"

- (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage.

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

EXHIBIT 2

Deed of Trust

FIDELITY NATIONAL TITLE COMPANY

SUBDIVISION DEPARTMENT

259930548-KC

Recording Requested By /

Return To:

IMORTGAGE.COM, INC.

4800 N. SCOTTSDALE ROAD, SUITE

3800

SCOTTSDALE, AZ 85251

480-627-0100

ATTN: CLOSING DEPARTMENT

DOC # 2012-0207584

05/07/2012 08:00 AM Fees: \$48.00

Page 1 of 11

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder

Prepared By:

CHARLES HULKA

IMORTGAGE.COM, INC.

4800 N. SCOTTSDALE ROAD, SUITE

3800

SCOTTSDALE, AZ 85251

480-627-0100

**This document was electronically submitted
to the County of Riverside for recording**

Received by: CARAGON

[Space Above This Line For Recording Data]

DEED OF TRUST

BRYAN

Loan #: 1101203013

PIN: 363-800-019-2

MIN: 100140211012030138

Case #: 048-6940126-703

Trustor/Borrower:

WILLIAM L BRYAN III

1120 SYCAMORE AVENUE, #1, PLACENTIA, CA 92870

THIS DEED OF TRUST ("Security Instrument") is made on MAY 1, 2012. The trustor is WILLIAM L BRYAN, III AND EDITH BRYAN, HUSBAND AND WIFE AS JOINT TENANTS ("Borrower"). The trustee is FIDELITY NATIONAL TITLE COMPANY ("Trustee"). The beneficiary is Mortgage Electronic Registration Systems, Inc. ("MERS") (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns). MERS is organized and existing under the laws of Delaware, and has an address and telephone number of PO Box 2026, Flint, MI 48501-2026, tel. (888)679-MERS. IMORTGAGE.COM, INC. ("Lender") is organized and existing under the laws of ARIZONA, and has an address of 4800 N. SCOTTSDALE ROAD, SUITE 3800, SCOTTSDALE, AZ 85251. Borrower owes Lender the principal sum of ONE HUNDRED FIFTY-FOUR THOUSAND EIGHT HUNDRED THIRTY-THREE AND 00/100 Dollars (U.S. \$154,833.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on JUNE 1, 2042. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in RIVERSIDE County, California:
LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.
which currently has the address of 34282 LUPINE COURT, LAKE ELSINORE, California 92532 (herein "Property Address")

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument; but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing or canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and

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will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants, with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender Covenant and agree as follows:

1. Payment of Principal, Interest and Late Charges. Borrower shall include pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. Monthly Payment of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 et seq. and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage or deficiency as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not exceed or postpone the due date of the

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monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale of transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless the Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lenders of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the property and Lenders rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a Lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

- (a) **Default.** Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:
- (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
 - (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this

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Security Instrument.

- (b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law (including Section 341 (d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:
 - (i) All or part of the Property, or a beneficial interest in a trust owing all or part of the Property, is sold or otherwise transferred (other than by devise or descent) by the Borrower, and
 - (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.
- (c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.
- (d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights in the case of payment defaults to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.
- (e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorney's fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are

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declared to be severable.

15. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

16. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property, Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property or small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment of additional security only. If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

18. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee shall record a notice of sale in each county in which any part of the Property is located and shall mail copies of the notice as prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. After the time required by applicable law and after publication and posting of the notice of sale, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at the time and place designated in the notice of sale. Trustee may postpone sale of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it or to the clerk of the superior court of the county in which the sale took place.

If the lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the

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Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 *et seq.*) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

19. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.

20. Substitute Trustee. Lender may, for any reason or cause, from time to time appoint a successor Trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the Recorder of the county in which the Property is located. The instrument shall contain the name of the original Lender, Trustee and Borrower, the book and page where this Security Instrument is recorded and the name and address of the successor trustee. Without conveyance of the Property, the successor Trustee shall succeed to all the title, powers, and duties conferred upon the Trustee herein and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

21. Request for Notice. Borrower requests that copies of the notices of default and sale be sent to Borrower's address which is the Property Address.

22. Statement of Obligation. Lender may collect a fee not to exceed the maximum amount permitted by law for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.

23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

The Following Rider(s) are to be executed by Borrower and are attached hereto and made a part thereof [check box as applicable]:

- | | | |
|--|--|--|
| <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Growing Equity Rider | <input type="checkbox"/> Adjustable Rate Rider |
| <input checked="" type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Graduated Payment Rider | |
| <input type="checkbox"/> Other(s) [specify] | | |

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

The undersigned Borrower requests that a copy of any Notice of Default and any Notice of Sale under this Security Instrument be mailed to the Borrower at the address set forth above.

 5/1/12
- BORROWER - WILLIAM L BRYAN III - DATE -

 5/1/12
EDITH BRYAN - DATE -

1101203013

State of Orange)
County of)
On _____ before me, _____
personally appeared (here insert name and title of the officer)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(see attached)

Signature _____ (Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On May 1, 2012

Date

before me,

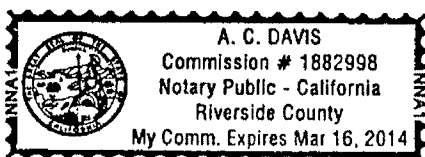
A. C. Davis, Notary Public

Here Insert Name and Title of the Officer

personally appeared

William L. Bryan III and
Edith Bryan

Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he she they executed the same in his her their authorized capacity(ies), and that by his her their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature

[Signature]

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

[Box for Right Thumbprint of Signer]

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

[Box for Right Thumbprint of Signer]

Title No. 11-259930548-A-KC
Locate No. CAFNT0925-0925-0199-0259930548

LEGAL DESCRIPTION

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LAKE ELSINORE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOT 270 OF TRACT 30493-2, IN THE CITY OF LAKE ELSINORE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 370, PAGES 73 THROUGH 77, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT ALL OIL, ASPHALTUM, PETROLEUM, NATURAL GAS AND OTHER HYDROCARBONS AND ANY OTHER VALUABLE MINERAL SUBSTANCES AND PRODUCTS, AND ALL OTHER MINERALS, WHETHER OR NOT OF THE SAME CHARACTER HEREINBEFORE GENERALLY DESCRIBED, IN OR UNDER SAID LAND AND LYING AND BEING AT A VERTICAL DEPTH OF 500 OR MORE FEET BELOW THE PRESENT NATURAL SURFACE OF THE GROUND, BUT WITHOUT RIGHT OF ENTRY ON THE SURFACE OR WITHIN A VERTICAL DEPTH OF 500 FEET BELOW THE PRESENT SURFACE OF THE GROUND.

APN: 363-800-019-2

PLANNED UNIT DEVELOPMENT RIDER

BRYAN

Loan #: 1101203013

MIN: 100140211012030138

Case #: 048-6940126-703

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 1ST day of **MAY, 2012**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to **IMORTGAGE.COM, INC.** ("Lender") of the same date and covering the Property described in the Security Instrument and located at: **34282 LUPINE COURT, LAKE ELSINORE, CA 92532** [Property Address]. The Property Address is a part of a planned unit development ("PUD") known as **CANYON HILLS** [Name of Planned Unit Development].

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. So long as the Owners Association (or equivalent entity holding title to common areas and facilities), acting as trustee for the homeowners, maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the property located in the PUD, including all improvements now existing or hereafter erected on the mortgaged premises, and such policy is satisfactory to Lender and provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and other hazards included within the term "extended coverage," and loss by flood, to the extent required by the Secretary, then: (i) Lender waives the provision in Paragraph 2 of this Security Instrument for the monthly payment to Lender of one-twelfth of the yearly

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premium installments for hazard insurance on the Property, and (ii) Borrower's obligation under Paragraph 4 of this Security Instrument to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy. Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage and of any loss occurring from a hazard. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by this Security Instrument, with any excess paid to the entity legally entitled thereto.

B. Borrower promises to pay all dues and assessments imposed pursuant to the legal instruments creating and governing the PUD.

C. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph C shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.

 5/1/12
- BORROWER - WILLIAM L BRYAN III - DATE -

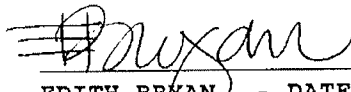
 5/1/12
EDITH BRYAN - DATE -

EXHIBIT 3

Residential Purchase Agreement and Joint Escrow Instructions, Counter Offers and addendums

**CALIFORNIA
RESIDENTIAL PURCHASE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS**
(C.A.R. Form RPA-CA, Revised 12/15)

EXHIBIT "3"

Property Address: 34282 Lupine Ct, Lake Elsinore, CA 92532

Date: October 15, 2018

- H. VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS:** Buyer (or Buyer's lender or loan broker pursuant to paragraph 3J(1)) shall, within 3 (or) Days After Acceptance, Deliver to Seller written verification of Buyer's down payment and closing costs. (☐ Verification attached.)
- I. APPRAISAL CONTINGENCY AND REMOVAL:** This Agreement is (or ☐ is NOT) contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the purchase price. Buyer shall, as specified in paragraph 14B(3), in writing, remove the appraisal contingency or cancel this Agreement within 17 (or 21) Days After Acceptance.
- J. LOAN TERMS:**
- (1) **LOAN APPLICATIONS:** Within 3 (or) Days After Acceptance, Buyer shall Deliver to Seller a letter from Buyer's lender or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified in paragraph 3D. If any loan specified in paragraph 3D is an adjustable rate loan, the prequalification or preapproval letter shall be based on the qualifying rate, not the initial loan rate. (☐ Letter attached.)
- (2) **LOAN CONTINGENCY:** Buyer shall act diligently and in good faith to obtain the designated loan(s). Buyer's qualification for the loan(s) specified above is a contingency of this Agreement unless otherwise agreed in writing. If there is no appraisal contingency or the appraisal contingency has been waived or removed, then failure of the Property to appraise at the purchase price does not entitle Buyer to exercise the cancellation right pursuant to the loan contingency if Buyer is otherwise qualified for the specified loan. Buyer's contractual obligations regarding deposit, balance of down payment and closing costs are not contingencies of this Agreement.
- (3) **LOAN CONTINGENCY REMOVAL:**
Within 21 (or) Days After Acceptance, Buyer shall, as specified in paragraph 14, in writing, remove the loan contingency or cancel this Agreement. If there is an appraisal contingency, removal of the loan contingency shall not be deemed removal of the appraisal contingency.
- (4) ☐ **NO LOAN CONTINGENCY:** Obtaining any loan specified above is NOT a contingency of this Agreement. If Buyer does not obtain the loan and as a result does not purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.
- (5) **LENDER LIMITS ON BUYER CREDITS:** Any credit to Buyer, from any source, for closing or other costs that is agreed to by the Parties ("Contractual Credit") shall be disclosed to Buyer's lender. If the total credit allowed by Buyer's lender ("Lender Allowable Credit") is less than the Contractual Credit, then (i) the Contractual Credit shall be reduced to the Lender Allowable Credit, and (ii) in the absence of a separate written agreement between the Parties, there shall be no automatic adjustment to the purchase price to make up for the difference between the Contractual Credit and the Lender Allowable Credit.
- K. BUYER STATED FINANCING:** Seller is relying on Buyer's representation of the type of financing specified (including but not limited to, as applicable, all cash, amount of down payment, or contingent or non-contingent loan). Seller has agreed to a specific closing date, purchase price and to sell to Buyer in reliance on Buyer's covenant concerning financing. Buyer shall pursue the financing specified in this Agreement. Seller has no obligation to cooperate with Buyer's efforts to obtain any financing other than that specified in the Agreement and the availability of any such alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.
- 4. SALE OF BUYER'S PROPERTY:**
- A.** This Agreement and Buyer's ability to obtain financing are NOT contingent upon the sale of any property owned by Buyer.
- OR B.** ☐ This Agreement and Buyer's ability to obtain financing are contingent upon the sale of property owned by Buyer as specified in the attached addendum (C.A.R. Form COP).
- 5. ADDENDA AND ADVISORIES:**
- A. ADDENDA:**
- | | |
|---|---|
| <input type="checkbox"/> Addendum # | (C.A.R. Form ADM) |
| <input type="checkbox"/> Back Up Offer Addendum (C.A.R. Form BUO) | <input checked="" type="checkbox"/> Court Confirmation Addendum (C.A.R. Form CCA) |
| <input type="checkbox"/> Septic, Well and Property Monument Addendum (C.A.R. Form SWPI) | |
| <input type="checkbox"/> Short Sale Addendum (C.A.R. Form SSA) | <input type="checkbox"/> Other |
- B. BUYER AND SELLER ADVISORIES:**
- | | |
|---|---|
| <input checked="" type="checkbox"/> Buyer's Inspection Advisory (C.A.R. Form BIA) | |
| <input type="checkbox"/> Probate Advisory (C.A.R. Form PA) | <input type="checkbox"/> Statewide Buyer and Seller Advisory (C.A.R. Form SBSA) |
| <input type="checkbox"/> Trust Advisory (C.A.R. Form TA) | <input type="checkbox"/> REO Advisory (C.A.R. Form REO) |
| <input type="checkbox"/> Short Sale Information and Advisory (C.A.R. Form SSIA) | <input type="checkbox"/> Other |
- 6. OTHER TERMS:**
- _____
- _____
- _____
- 7. ALLOCATION OF COSTS**
- A. INSPECTIONS, REPORTS AND CERTIFICATES:** Unless otherwise agreed in writing, this paragraph only determines who is to pay for the inspection, test, certificate or service ("Report") mentioned; it **does not determine who is to pay for any work recommended or identified in the Report.**
- (1) ☐ Buyer ☐ Seller shall pay for a natural hazard zone disclosure report, including tax ☐ environmental ☐ Other: _____
prepared by *MyNHD **Best Value**
- (2) ☐ Buyer ☐ Seller shall pay for the following Report _____
prepared by _____
- (3) ☐ Buyer ☐ Seller shall pay for the following Report _____
prepared by _____

Buyer's Initials JS ES

Seller's Initials [Signature]

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CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 2 OF 10)

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogix.com

Mom and Dad



Property Address: **34282 Lupine Ct, Lake Elsinore, CA 92532**

Date: **October 15, 2018**

B. GOVERNMENT REQUIREMENTS AND RETROFIT:

- (1) ☐ Buyer ☒ Seller shall pay for smoke alarm and carbon monoxide device installation and water heater bracing, if required by Law. Prior to Close Of Escrow ("COE"), Seller shall provide Buyer written statement(s) of compliance in accordance with state and local Law, unless Seller is exempt.
- (2) (i) ☐ Buyer ☒ Seller shall pay the cost of compliance with any other minimum mandatory government inspections and reports if required as a condition of closing escrow under any Law.
- (ii) ☐ Buyer ☒ Seller shall pay the cost of compliance with any other minimum mandatory government retrofit standards required as a condition of closing escrow under any Law, whether the work is required to be completed before or after COE.
- (iii) Buyer shall be provided, within the time specified in paragraph 14A, a copy of any required government conducted or point-of-sale inspection report prepared pursuant to this Agreement or in anticipation of this sale of the Property.

C. ESCROW AND TITLE:

- (1) (a) ☐ Buyer ☐ Seller shall pay escrow fee **Split 50/50**
- (b) Escrow Holder shall be **seller's choice**
- (c) The Parties shall, within **5 (or)** Days After receipt, sign and return Escrow Holder's general provisions.
- (2) (a) ☐ Buyer ☐ Seller shall pay for owner's title insurance policy specified in paragraph 13E **Share usual cost**
- (b) Owner's title policy to be issued by **seller's choice**
- (Buyer shall pay for any title insurance policy insuring Buyer's lender, unless otherwise agreed in writing.)

D. OTHER COSTS:

- (1) ☐ Buyer ☐ Seller shall pay County transfer tax or fee _____
- (2) ☐ Buyer ☐ Seller shall pay City transfer tax or fee _____
- (3) ☐ Buyer ☐ Seller shall pay Homeowners' Association ("HOA") transfer fee _____
- (4) Seller shall pay HOA fees for preparing documents required to be delivered by Civil Code §4525.
- (5) ☐ Buyer ☐ Seller shall pay HOA fees for preparing all documents other than those required by Civil Code §4525.
- (6) Buyer to pay for any HOA certification fee.
- (7) ☐ Buyer ☐ Seller shall pay for any private transfer fee _____
- (8) ☐ Buyer ☐ Seller shall pay for _____
- (9) ☐ Buyer ☐ Seller shall pay for _____
- (10) ☐ Buyer ☒ Seller shall pay for the cost, not to exceed \$ **450.00**, of a standard (or ☐ upgraded) one-year home warranty plan, issued by **American Home Shield**, with the following optional coverages: ☒ Air Conditioner ☐ Pool/Spa ☐ Other: _____
- Buyer is informed that home warranty plans have many optional coverages in addition to those listed above. Buyer is advised to investigate these coverages to determine those that may be suitable for Buyer.

OR ☐ Buyer waives the purchase of a home warranty plan. Nothing in this paragraph precludes Buyer's purchasing a home warranty plan during the term of this Agreement.

8. ITEMS INCLUDED IN AND EXCLUDED FROM SALE:

A. NOTE TO BUYER AND SELLER: Items listed as included or excluded in the MLS, flyers or marketing materials are not included in the purchase price or excluded from the sale unless specified in paragraph 8 B or C.

B. ITEMS INCLUDED IN SALE: Except as otherwise specified or disclosed,

- (1) All EXISTING fixtures and fittings that are attached to the Property;
- (2) EXISTING electrical, mechanical, lighting, plumbing and heating fixtures, ceiling fans, fireplace inserts, gas logs and grates, solar power systems, built-in appliances, window and door screens, awnings, shutters, window coverings, attached floor coverings, television antennas, satellite dishes, air coolers/conditioners, pool/spa equipment, garage door openers/remote controls, mailbox, in-ground landscaping, trees/shrubs, water features and fountains, water softeners, water purifiers, security systems/alarms and the following if checked: ☒ all stove(s), except _____; ☒ all refrigerator(s) except _____; ☒ all washer(s) and dryer(s), except _____;
- (3) The following additional items: _____
- (4) Existing integrated phone and home automation systems, including necessary components such as intranet and Internet-connected hardware or devices, control units (other than non-dedicated mobile devices, electronics and computers) and applicable software, permissions, passwords, codes and access information, are (☐ are NOT) included in the sale.
- (5) **LEASED OR LIENED ITEMS AND SYSTEMS:** Seller shall, within the time specified in paragraph 14A, (i) disclose to Buyer if any item or system specified in paragraph 8B or otherwise included in the sale is leased, or not owned by Seller, or specifically subject to a lien or other encumbrance, and (ii) Deliver to Buyer all written materials (such as lease, warranty, etc.) concerning any such item. Buyer's ability to assume any such lease, or willingness to accept the Property subject to any such lien or encumbrance, is a contingency in favor of Buyer and Seller as specified in paragraph 14B and C.
- (6) Seller represents that all items included in the purchase price, unless otherwise specified, (i) are owned by Seller and shall be transferred free and clear of liens and encumbrances, except the items and systems identified pursuant to 8B(5) and _____, and (ii) are transferred without Seller warranty regardless of value.

C. ITEMS EXCLUDED FROM SALE: Unless otherwise specified, the following items are excluded from sale: (i) audio and video components (such as flat screen TVs, speakers and other items) if any such item is not itself attached to the Property, even if a bracket or other mechanism attached to the component or item is attached to the Property; (ii) furniture and other items secured to the Property for earthquake purposes; and (iii) _____

_____. Brackets attached to walls, floors or ceilings for any such component, furniture or item shall remain with the Property (or ☐ will be removed and holes or other damage shall be repaired, but not painted).

Buyer's Initials **(JS) (ES)**

Seller's Initials **[Signature]**

RPA-CA REVISED 12/15 (PAGE 3 OF 10)

CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 3 OF 10)

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Mom and Dad



Property Address: **34282 Lupine Ct, Lake Elsinore, CA 92532**

Date: **October 15, 2018**

9. CLOSING AND POSSESSION:

- A. Buyer intends (or ☐ does not intend) to occupy the Property as Buyer's primary residence.
- B. **Seller-occupied or vacant property:** Possession shall be delivered to Buyer: (i) at 6 PM or (☐ AM/☐ PM) on the date of Close Of Escrow; (ii) ☐ no later than calendar days after Close Of Escrow; or (iii) ☐ at AM/☐ PM on .
- C. **Seller remaining in possession After Close Of Escrow:** If Seller has the right to remain in possession after Close Of Escrow, (i) the Parties are advised to sign a separate occupancy agreement such as ☐ C.A.R. Form SIP, for Seller continued occupancy of less than 30 days, ☐ C.A.R. Form RLAS for Seller continued occupancy of 30 days or more; and (ii) the Parties are advised to consult with their insurance and legal advisors for information about liability and damage or injury to persons and personal and real property; and (iii) Buyer is advised to consult with Buyer's lender about the impact of Seller's occupancy on Buyer's loan.
- D. **Tenant-occupied property: Property shall be vacant at least 5 (or) Days Prior to Close Of Escrow, unless otherwise agreed in writing. Note to Seller: If you are unable to deliver Property vacant in accordance with rent control and other applicable Law, you may be in breach of this Agreement.**

OR ☐ **Tenant to remain in possession (C.A.R. Form TIP).**

- E. At Close Of Escrow: Seller assigns to Buyer any assignable warranty rights for items included in the sale; and Seller shall Deliver to Buyer available Copies of any such warranties. Brokers cannot and will not determine the assignability of any warranties.
- F. At Close Of Escrow, unless otherwise agreed in writing, Seller shall provide keys, passwords, codes and/or means to operate all locks, mailboxes, security systems, alarms, home automation systems and intranet and Internet-connected devices included in the purchase price, and garage door openers. If the Property is a condominium or located in a common interest subdivision, Buyer may be required to pay a deposit to the Homeowners' Association ("HOA") to obtain keys to accessible HOA facilities.

10. STATUTORY AND OTHER DISCLOSURES (INCLUDING LEAD-BASED PAINT HAZARD DISCLOSURES) AND CANCELLATION RIGHTS:

- A. (1) Seller shall, within the time specified in paragraph 14A, Deliver to Buyer: (i) if required by Law, a fully completed: Federal Lead-Based Paint Disclosures (C.A.R. Form FLD) and pamphlet ("Lead Disclosures"); and (ii) unless exempt, fully completed disclosures or notices required by sections 1102 et. seq. and 1103 et. seq. of the Civil Code ("Statutory Disclosures"). Statutory Disclosures include, but are not limited to, a Real Estate Transfer Disclosure Statement ("TDS"), Natural Hazard Disclosure Statement ("NHD"), notice or actual knowledge of release of illegal controlled substance, notice of special tax and/or assessments (or, if allowed, substantially equivalent notice regarding the Mello-Roos Community Facilities Act of 1982 and Improvement Bond Act of 1915) and, if Seller has actual knowledge, of industrial use and military ordnance location (C.A.R. Form SPQ or ESD).
- (2) Any Statutory Disclosure required by this paragraph is considered fully completed if Seller has answered all questions and completed and signed the Seller section(s) and the Listing Agent, if any, has completed and signed the Listing Broker section(s), or, if applicable, an Agent Visual Inspection Disclosure (C.A.R. Form AVID). Nothing stated herein relieves a Buyer's Broker, if any, from the obligation to (i) conduct a reasonably competent and diligent visual inspection of the accessible areas of the Property and disclose, on Section IV of the TDS, or an AVID, material facts affecting the value or desirability of the Property that were or should have been revealed by such an inspection or (ii) complete any sections on all disclosures required to be completed by Buyer's Broker.
- (3) **Note to Buyer and Seller:** Waiver of Statutory and Lead Disclosures is prohibited by Law.
- (4) Within the time specified in paragraph 14A, (i) Seller, unless exempt from the obligation to provide a TDS, shall, complete and provide Buyer with a Seller Property Questionnaire (C.A.R. Form SPQ); (ii) if Seller is not required to provide a TDS, Seller shall complete and provide Buyer with an Exempt Seller Disclosure (C.A.R. Form ESD).
- (5) Buyer shall, within the time specified in paragraph 14B(1), return Signed Copies of the Statutory, Lead and other disclosures to Seller.
- (6) In the event Seller or Listing Broker, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information or representations previously provided to Buyer, Seller shall promptly provide a subsequent or amended disclosure or notice, in writing, covering those items. **However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies of which Buyer is otherwise aware, or which are disclosed in reports provided to or obtained by Buyer or ordered and paid for by Buyer.**
- (7) If any disclosure or notice specified in paragraph 10A(1), or subsequent or amended disclosure or notice is Delivered to Buyer after the offer is Signed, Buyer shall have the right to cancel this Agreement within **3 Days After Delivery** in person, or **5 Days After Delivery** by deposit in the mail, by giving written notice of cancellation to Seller or Seller's agent.
- B. **NATURAL AND ENVIRONMENTAL HAZARD DISCLOSURES AND OTHER BOOKLETS:** Within the time specified in paragraph 14A, Seller shall, if required by Law: (i) Deliver to Buyer earthquake guide(s) (and questionnaire), environmental hazards booklet, and home energy rating pamphlet; (ii) disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; and Seismic Hazard Zone; and (iii) disclose any other zone as required by Law and provide any other information required for those zones.
- C. **WITHHOLDING TAXES:** Within the time specified in paragraph 14A, to avoid required withholding, Seller shall Deliver to Buyer or qualified substitute, an affidavit sufficient to comply with federal (FIRPTA) and California withholding Law (C.A.R. Form AS or QS).
- D. **MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Brokers are required to check this website. If Buyer wants further information, Broker recommends that Buyer obtain information from this website during Buyer's inspection contingency period. Brokers do not have expertise in this area.)
- E. **NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES:** This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at <http://www.npms.phmsa.dot.gov/>. To seek further information about possible transmission pipelines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Web site.
- F. **CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:**
- (1) **SELLER HAS: 7 (or) Days After Acceptance to disclose to Buyer if the Property is a condominium, or is located in a planned development or other common interest subdivision (C.A.R. Form SPQ or ESD).**

Buyer's Initials JS ES
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Seller's Initials AB



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(2) If the Property is a condominium or is located in a planned development or other common interest subdivision, Seller has 3 (or ____) Days After Acceptance to request from the HOA (C.A.R. Form HOA1): (i) Copies of any documents required by Law; (ii) disclosure of any pending or anticipated claim or litigation by or against the HOA; (iii) a statement containing the location and number of designated parking and storage spaces; (iv) Copies of the most recent 12 months of HOA minutes for regular and special meetings; and (v) the names and contact information of all HOAs governing the Property (collectively, "CI Disclosures"). (vi) private transfer fees; (vii) Pet fee restrictions; and (viii) smoking restrictions. Seller shall itemize and Deliver to Buyer all CI Disclosures received from the HOA and any CI Disclosures in Seller's possession. Buyer's approval of CI Disclosures is a contingency of this Agreement as specified in paragraph 14B(3). The Party specified in paragraph 7, as directed by escrow, shall deposit funds into escrow or direct to HOA or management company to pay for any of the above.

11. CONDITION OF PROPERTY: Unless otherwise agreed in writing: (i) the Property is sold (a) "AS-IS" in its PRESENT physical condition as of the date of Acceptance and (b) subject to Buyer's Investigation rights; (ii) the Property, including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as on the date of Acceptance; and (iii) all debris and personal property not included in the sale shall be removed by Close Of Escrow.

A. Seller shall, within the time specified in paragraph 14A, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including known insurance claims within the past five years, and make any and all other disclosures required by law.

B. Buyer has the right to conduct Buyer Investigations of the Property and, as specified in paragraph 14B, based upon information discovered in those investigations: (i) cancel this Agreement; or (ii) request that Seller make Repairs or take other action.

C. Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property improvements may not be built according to code, in compliance with current Law, or have had permits issued.

12. BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:

A. Buyer's acceptance of the condition of, and any other matter affecting the Property, is a contingency of this Agreement as specified in this paragraph and paragraph 14B. Within the time specified in paragraph 14B(1), Buyer shall have the right, at Buyer's expense unless otherwise agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations"), including, but not limited to: (i) a general physical inspection; (ii) an inspection specifically for wood destroying pests and organisms. Any inspection for wood destroying pests and organisms shall be prepared by a registered Structural Pest Control company; shall cover the main building and attached structures; may cover detached structures; shall NOT include water tests of shower pans on upper level units unless the owners of property below the shower consent; shall NOT include roof coverings; and, if the Property is a unit in a condominium or other common interest subdivision, the inspection shall include only the separate interest and any exclusive-use areas being transferred, and shall NOT include common areas; and shall include a report ("Pest Control Report") showing the findings of the company which shall be separated into sections for evident infestation or infections (Section 1) and for conditions likely to lead to infestation or infection (Section 2); (iii) inspect for lead-based paint and other lead-based paint hazards; (iv) satisfy Buyer as to any matter specified in the attached Buyer's Inspection Advisory (C.A.R. Form BIA); (v) review the registered sex offender database; (vi) confirm the insurability of Buyer and the Property including the availability and cost of flood and fire insurance; and (vii) review and seek approval of leases that may need to be assumed by Buyer. Without Seller's prior written consent, Buyer shall neither make nor cause to be made: invasive or destructive Buyer Investigations, except for minimally invasive testing required to prepare a Pest Control Report; or inspections by any governmental building or zoning inspector or government employee, unless required by Law.

B. Seller shall make the Property available for all Buyer Investigations. Buyer shall (i) as specified in paragraph 14B, complete Buyer Investigations and either remove the contingency or cancel this Agreement, and (ii) give Seller, at no cost, complete Copies of all such Investigation reports obtained by Buyer, which obligation shall survive the termination of this Agreement.

C. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's Investigations and through the date possession is made available to Buyer.

D. **Buyer indemnity and seller protection for entry upon property:** Buyer shall: (i) keep the Property free and clear of liens; (ii) repair all damage arising from Buyer Investigations; and (iii) indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Non-Responsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination of this Agreement.

13. TITLE AND VESTING:

A. Within the time specified in paragraph 14, Buyer shall be provided a current preliminary title report ("Preliminary Report"). The Preliminary Report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. Buyer's review of the Preliminary Report and any other matters which may affect title are a contingency of this Agreement as specified in paragraph 14B. The company providing the Preliminary Report shall, prior to issuing a Preliminary Report, conduct a search of the General Index for all Sellers except banks or other institutional lenders selling properties they acquired through foreclosure (REOs), corporations, and government entities. Seller shall within 7 Days After Acceptance, give Escrow Holder a completed Statement of Information.

B. Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except for: (i) monetary liens of record (which Seller is obligated to pay off) unless Buyer is assuming those obligations or taking the Property subject to those obligations; and (ii) those matters which Seller has agreed to remove in writing.

C. Within the time specified in paragraph 14A, Seller has a duty to disclose to Buyer all matters known to Seller affecting title, whether of record or not.

D. At Close Of Escrow, Buyer shall receive a grant deed conveying title (or, for stock cooperative or long-term lease, an assignment of stock certificate or of Seller's leasehold interest), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's supplemental escrow instructions. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.

Buyer's Initials JS ES
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- E. Buyer shall receive a CLTA/ALTA "Homeowner's Policy of Title Insurance", if applicable to the type of property and buyer. If not, Escrow Holder shall notify Buyer. A title company can provide information about the availability, coverage, and cost of other title policies and endorsements. If the Homeowner's Policy is not available, Buyer shall choose another policy, instruct Escrow Holder in writing and shall pay any increase in cost.
- 14. TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS:** The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR or CC).
- A. **SELLER HAS: 7 (or 10) Days** After Acceptance to Deliver to Buyer all Reports, disclosures and information for which Seller is responsible under paragraphs 5, 6, 7, 8B(5), 10A, B, C, and F, 11A and 13A. If, by the time specified, Seller has not Delivered any such item, Buyer after first Delivering to Seller a Notice to Seller to Perform (C.A.R. Form NSP) may cancel this Agreement.
- B. (1) **BUYER HAS: 17 (or ___) Days** After Acceptance, unless otherwise agreed in writing, to: (i) complete all Buyer Investigations; review all disclosures, reports, lease documents to be assumed by Buyer pursuant to paragraph 8B(5), and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property; and (ii) Deliver to Seller Signed Copies of Statutory and Lead Disclosures and other disclosures Delivered by Seller in accordance with paragraph 10A.
- (2) Within the time specified in paragraph 14B(1), Buyer may request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to (C.A.R. Form RRRR) Buyer's requests.
- (3) By the end of the time specified in paragraph 14B(1) (or as otherwise specified in this Agreement), Buyer shall Deliver to Seller a removal of the applicable contingency or cancellation (C.A.R. Form CR or CC) of this Agreement. However, if any report, disclosure or information for which Seller is responsible is not Delivered within the time specified in paragraph 14A, then Buyer has **5 (or ___) Days** After Delivery of any such items, or the time specified in paragraph 14B(1), whichever is later, to Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement.
- (4) **Continuation of Contingency:** Even after the end of the time specified in paragraph 14B(1) and before Seller cancels, if at all, pursuant to paragraph 14D, Buyer retains the right, in writing, to either (i) remove remaining contingencies, or (ii) cancel this Agreement based on a remaining contingency. Once Buyer's written removal of all contingencies is Delivered to Seller, Seller may not cancel this Agreement pursuant to paragraph 14D(1).
- (5) **Access to Property:** Buyer shall have access to the Property to conduct inspections and investigations for **17 (or ___) Days** After Acceptance, whether or not any part of the Buyer's Investigation Contingency has been waived or removed.
- C. ☐ **REMOVAL OF CONTINGENCIES WITH OFFER:** Buyer removes the contingencies specified in the attached Contingency Removal form (C.A.R. Form CR). If Buyer removes any contingency without an adequate understanding of the Property's condition or Buyer's ability to purchase, Buyer is acting against the advice of Broker.
- D. **SELLER RIGHT TO CANCEL:**
- (1) **Seller right to Cancel; Buyer Contingencies:** If, by the time specified in this Agreement, Buyer does not Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement, then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.
- (2) **Seller right to Cancel; Buyer Contract Obligations:** Seller, after first delivering to Buyer a NBP, may cancel this Agreement if, by the time specified in this Agreement, Buyer does not take the following action(s): (i) Deposit funds as required by paragraph 3A, or 3B or if the funds deposited pursuant to paragraph 3A or 3B are not good when deposited; (ii) Deliver a notice of FHA or VA costs or terms as required by paragraph 3D(3) (C.A.R. Form FVA); (iii) Deliver a letter as required by paragraph 3J(1); (iv) Deliver verification, or a satisfactory verification if Seller reasonably disapproves of the verification already provided, as required by paragraph 3C or 3H; (v) In writing assume or accept leases or liens specified in 8B5; (vi) Return Statutory and Lead Disclosures as required by paragraph 10A(5); or (vii) Sign or initial a separate liquidated damages form for an increased deposit as required by paragraphs 3B and 21B; or (viii) Provide evidence of authority to sign in a representative capacity as specified in paragraph 19. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.
- E. **NOTICE TO BUYER OR SELLER TO PERFORM:** The NBP or NSP shall: (i) be in writing; (ii) be signed by the applicable Buyer or Seller; and (iii) give the other Party at least **2 (or ___) Days** After Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A NBP or NSP may not be Delivered any earlier than **2 Days** Prior to the expiration of the applicable time for the other Party to remove a contingency or cancel this Agreement or meet an obligation specified in paragraph 14.
- F. **EFFECT OF BUYER'S REMOVAL OF CONTINGENCIES:** If Buyer removes, in writing, any contingency or cancellation rights, unless otherwise specified in writing, Buyer shall conclusively be deemed to have: (i) completed all Buyer Investigations, and review of reports and other applicable information and disclosures pertaining to that contingency or cancellation right; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and expense for Repairs or corrections pertaining to that contingency or cancellation right, or for the inability to obtain financing.
- G. **CLOSE OF ESCROW:** Before Buyer or Seller may cancel this Agreement for failure of the other Party to close escrow pursuant to this Agreement, Buyer or Seller must first Deliver to the other Party a demand to close escrow (C.A.R. Form DCE). The DCE shall: (i) be signed by the applicable Buyer or Seller; and (ii) give the other Party at least **3 (or ___) Days** After Delivery to close escrow. A DCE may not be Delivered any earlier than **3 Days** Prior to the scheduled close of escrow.
- H. **EFFECT OF CANCELLATION ON DEPOSITS:** If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, the Parties agree to Sign mutual instructions to cancel the sale and escrow and release deposits, if any, to the party entitled to the funds, less fees and costs incurred by that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. Except as specified below, **release of funds will require mutual Signed release instructions from the Parties, judicial decision or arbitration award.** If either Party fails to execute mutual instructions to cancel escrow, one Party may make a written demand to Escrow Holder for the deposit. (C.A.R. Form BDRD or SDRD). Escrow Holder, upon receipt, shall promptly deliver notice of the demand to the other Party. If, within **10 Days** After Escrow Holder's notice, the other Party does not object to the demand, Escrow Holder shall disburse the deposit to the Party making the demand. If Escrow Holder complies with the preceding process, each Party shall be deemed to have released Escrow Holder from any and all claims or liability related to the disbursement of the deposit. Escrow Holder, at its discretion, may nonetheless require mutual cancellation instructions. A Party may be subject to a civil penalty of up to \$1,000 for refusal to sign cancellation instructions if no good faith dispute exists as to who is entitled to the deposited funds (Civil Code §1057.3).

Buyer's Initials (JS) (ES)
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- 15. FINAL VERIFICATION OF CONDITION:** Buyer shall have the right to make a final verification of the Property within 5 (or ☐) Days Prior to Close Of Escrow, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: (i) the Property is maintained pursuant to paragraph 11; (ii) Repairs have been completed as agreed; and (iii) Seller has complied with Seller's other obligations under this Agreement (C.A.R. Form VP).
- 16. REPAIRS:** Repairs shall be completed prior to final verification of condition unless otherwise agreed in writing. Repairs to be performed at Seller's expense may be performed by Seller or through others, provided that the work complies with applicable Law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. Seller shall: (i) obtain invoices and paid receipts for Repairs performed by others; (ii) prepare a written statement indicating the Repairs performed by Seller and the date of such Repairs; and (iii) provide Copies of invoices and paid receipts and statements to Buyer prior to final verification of condition.
- 17. PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS:** Unless otherwise agreed in writing, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, rents, HOA regular, special, and emergency dues and assessments imposed prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are now a lien. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special assessments that are now a lien but not yet due. Property will be reassessed upon change of ownership. Any supplemental tax bills shall be paid as follows: (i) for periods after Close Of Escrow, by Buyer; and (ii) for periods prior to Close Of Escrow, by Seller (see C.A.R. Form SPT or SBSA for further information). TAX BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER. Prorations shall be made based on a 30-day month.
- 18. BROKERS:**
- A. COMPENSATION:** Seller or Buyer, or both, as applicable, agree to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer.
- B. SCOPE OF DUTY:** Buyer and Seller acknowledge and agree that Broker: (i) Does not decide what price Buyer should pay or Seller should accept; (ii) Does not guarantee the condition of the Property; (iii) Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; (v) Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Broker; (vi) Shall not be responsible for inspecting public records or permits concerning the title or use of Property; (vii) Shall not be responsible for identifying the location of boundary lines or other items affecting title; (viii) Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; (ix) Shall not be responsible for determining the fair market value of the Property or any personal property included in the sale; (x) Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and (xi) Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.
- 19. REPRESENTATIVE CAPACITY:** If one or more Parties is signing this Agreement in a representative capacity and not for him/herself as an individual then that Party shall so indicate in paragraph 31 or 32 and attach a Representative Capacity Signature Disclosure (C.A.R. Form RCSD). Wherever the signature or initials of the representative identified in the RCSD appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Party acting in a representative capacity (i) represents that the entity for which that party is acting already exists and (ii) shall Deliver to the other Party and Escrow Holder, within 3 Days After Acceptance, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code §18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).
- 20. JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:**
- A. The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder, which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow: paragraphs 1, 3, 4B, 5A, 6, 7, 10C, 13, 14G, 17, 18A, 19, 20, 26, 29, 30, 31, 32 and paragraph D of the section titled Real Estate Brokers on page 10. If a Copy of the separate compensation agreement(s) provided for in paragraph 18A, or paragraph D of the section titled Real Estate Brokers on page 10 is deposited with Escrow Holder by Broker, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not set forth in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned. Buyer and Seller will receive Escrow Holder's general provisions, if any, directly from Escrow Holder and will execute such provisions within the time specified in paragraph 7C(1)(c). To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller will execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow and, as directed by Escrow Holder, within 3 (or ☐) Days, shall pay to Escrow Holder or HOA or HOA management company or others any fee required by paragraphs 7, 10 or elsewhere in this Agreement.**
- B. A Copy of this Agreement including any counter offer(s) and addenda shall be delivered to Escrow Holder within 3 Days After Acceptance (or ☐). Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement. Escrow Holder shall provide Seller's Statement of Information to Title company when received from Seller. If Seller delivers an affidavit to Escrow Holder to satisfy Seller's FIRPTA obligation under paragraph 10C, Escrow Holder shall deliver to Buyer a Qualified Substitute statement that complies with federal Law.**

Buyer's Initials JS ES
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Seller's Initials JS



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- C. Brokers are a party to the escrow for the sole purpose of compensation pursuant to paragraph 18A and paragraph D of the section titled Real Estate Brokers on page 10. Buyer and Seller irrevocably assign to Brokers compensation specified in paragraph 18A, and irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this Agreement.
- D. Upon receipt, Escrow Holder shall provide Seller and Seller's Broker verification of Buyer's deposit of funds pursuant to paragraph 3A and 3B. Once Escrow Holder becomes aware of any of the following, Escrow Holder shall immediately notify all Brokers: (i) if Buyer's initial or any additional deposit or down payment is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or (ii) if Buyer and Seller instruct Escrow Holder to cancel escrow.
- E. A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within 3 Days after mutual execution of the amendment.

21. REMEDIES FOR BUYER'S BREACH OF CONTRACT:

- A. Any clause added by the Parties specifying a remedy (such as release or forfeiture of deposit or making a deposit non-refundable) for failure of Buyer to complete the purchase in violation of this Agreement shall be deemed invalid unless the clause independently satisfies the statutory liquidated damages requirements set forth in the Civil Code.
- B. **LIQUIDATED DAMAGES:** If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. If the Property is a dwelling with no more than four units, one of which Buyer intends to occupy, then the amount retained shall be no more than 3% of the purchase price. Any excess shall be returned to Buyer. Except as provided in paragraph 14H, release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award. **AT THE TIME OF ANY INCREASED DEPOSIT BUYER AND SELLER SHALL SIGN A SEPARATE LIQUIDATED DAMAGES PROVISION INCORPORATING THE INCREASED DEPOSIT AS LIQUIDATED DAMAGES (C.A.R. FORM RID)**

Buyer's Initials IS / ES

Seller's Initials AB /

22. DISPUTE RESOLUTION:

- A. **MEDIATION:** The Parties agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action through the C.A.R. Real Estate Mediation Center for Consumers (www.consumermediation.org) or through any other mediation provider or service mutually agreed to by the Parties. The Parties also agree to mediate any disputes or claims with Broker(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. Mediation fees, if any, shall be divided equally among the Parties involved. If, for any dispute or claim to which this paragraph applies, any Party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that Party shall not be entitled to recover attorney fees; even if they would otherwise be available to that Party in any such action. **THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.** Exclusions from this mediation agreement are specified in paragraph 22C.

B. ARBITRATION OF DISPUTES:

The Parties agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The Parties also agree to arbitrate any disputes or claims with Broker(s), who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of residential real estate Law experience, unless the parties mutually agree to a different arbitrator. The Parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05. In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction. Enforcement of this agreement to arbitrate shall be governed by the Federal Arbitration Act. Exclusions from this arbitration agreement are specified in paragraph 22C.

"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Buyer's Initials IS / ES

Seller's Initials AB /

C. ADDITIONAL MEDIATION AND ARBITRATION TERMS:

- (1) **EXCLUSIONS:** The following matters are excluded from mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; and (iii) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court.

Buyer's Initials (IS) (ES)

Seller's Initials AB /



RPA-CA REVISED 12/15 (PAGE 8 OF 10)

CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 8 OF 10)

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Mom and Dad

Property Address: **34282 Lupine Ct, Lake Elsinore, CA 92532**

Date: **October 15, 2018**

- (2) **PRESERVATION OF ACTIONS:** The following shall not constitute a waiver nor violation of the mediation and arbitration provisions: (i) the filing of a court action to preserve a statute of limitations; (ii) the filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies; or (iii) the filing of a mechanic's lien.
- (3) **BROKERS:** Brokers shall not be obligated nor compelled to mediate or arbitrate unless they agree to do so in writing. Any Broker(s) participating in mediation or arbitration shall not be deemed a party to this Agreement.
- 23. SELECTION OF SERVICE PROVIDERS:** Brokers do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Broker or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.
- 24. MULTIPLE LISTING SERVICE ("MLS"):** Brokers are authorized to report to the MLS a pending sale and, upon Close Of Escrow, the sales price and other terms of this transaction shall be provided to the MLS to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS.
- 25. ATTORNEY FEES:** In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorney fees and costs from the non-prevailing Buyer or Seller, except as provided in paragraph 22A.
- 26. ASSIGNMENT:** Buyer shall not assign all or any part of Buyer's interest in this Agreement without first having obtained the separate written consent of Seller to a specified assignee. Such consent shall not be unreasonably withheld. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement unless otherwise agreed in writing by Seller. (C.A.R. Form AOA).
- 27. EQUAL HOUSING OPPORTUNITY:** The Property is sold in compliance with federal, state and local anti-discrimination Laws.
- 28. TERMS AND CONDITIONS OF OFFER:**
This is an offer to purchase the Property on the above terms and conditions. The liquidated damages paragraph or the arbitration of disputes paragraph is incorporated in this Agreement if initialed by all Parties or if incorporated by mutual agreement in a counter offer or addendum. If at least one but not all Parties initial, a counter offer is required until agreement is reached. Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance. The Parties have read and acknowledge receipt of a Copy of the offer and agree to the confirmation of agency relationships. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing.
- 29. TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the Parties are incorporated in this Agreement. Its terms are intended by the Parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Except as otherwise specified, this Agreement shall be interpreted and disputes shall be resolved in accordance with the Laws of the State of California. **Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.**
- 30. DEFINITIONS:** As used in this Agreement:
- A. "Acceptance" means the time the offer or final counter offer is accepted in writing by a Party and is delivered to and personally received by the other Party or that Party's authorized agent in accordance with the terms of this offer or a final counter offer.
 - B. "Agreement" means this document and any counter offers and any incorporated addenda, collectively forming the binding agreement between the Parties. Addenda are incorporated only when Signed by all Parties.
 - C. "C.A.R. Form" means the most current version of the specific form referenced or another comparable form agreed to by the parties.
 - D. "Close Of Escrow", including "COE", means the date the grant deed, or other evidence of transfer of title, is recorded.
 - E. "Copy" means copy by any means including photocopy, NCR, facsimile and electronic.
 - F. "Days" means calendar days. However, after Acceptance, the last Day for performance of any act required by this Agreement (including Close Of Escrow) shall not include any Saturday, Sunday, or legal holiday and shall instead be the next Day.
 - G. "Days After" means the specified number of calendar days after the occurrence of the event specified, not counting the calendar date on which the specified event occurs, and ending at 11:59 PM on the final day.
 - H. "Days Prior" means the specified number of calendar days before the occurrence of the event specified, not counting the calendar date on which the specified event is scheduled to occur.
 - I. "Deliver", "Delivered" or "Delivery", unless otherwise specified in writing, means and shall be effective upon: personal receipt by Buyer or Seller or the individual Real Estate Licensee for that principal as specified in the section titled Real Estate Brokers on page 10, regardless of the method used (i.e., messenger, mail, email, fax, other).
 - J. "Electronic Copy" or "Electronic Signature" means, as applicable, an electronic copy or signature complying with California Law. Buyer and Seller agree that electronic means will not be used by either Party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other Party.
 - K. "Law" means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.
 - L. "Repairs" means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
 - M. "Signed" means either a handwritten or electronic signature on an original document, Copy or any counterpart.
- 31. EXPIRATION OF OFFER:** This offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless the offer is Signed by Seller and a Copy of the Signed offer is personally received by Buyer, or by Jessica Ellis, who is authorized to receive it, by 5:00 PM on the third Day after this offer is signed by Buyer (or by ☐ 5:00PM ☐ AM/ ☐ PM, on _____ (date)).

☐ One or more Buyers is signing this Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (C.A.R. Form RCSD 2) for additional terms.

Date 10/16/2018 22:18:47 BUYER Ingrid Simmons

(Print name) Ingrid Simmons

Date 10/16/2018 22:15:49 BUYER Earl Simmons

(Print name) Earl Simmons

☐ Additional Signature Addendum attached (C.A.R. Form ASA).

Seller's Initials JS



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CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 9 OF 10)

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EXHIBIT "3"
Page 63

Property Address: **34282 Lupine Ct, Lake Elsinore, CA 92532**

Date: **October 15, 2018**

32. ACCEPTANCE OF OFFER: Seller warrants that Seller is the owner of the Property, or has the authority to execute this Agreement. Seller accepts the above offer, and agrees to sell the Property on the above terms and conditions. Seller has read and acknowledges receipt of a Copy of this Agreement, and authorizes Broker to Deliver a Signed Copy to Buyer.

☒ (If checked) SELLER'S ACCEPTANCE IS SUBJECT TO ATTACHED COUNTER OFFER (C.A.R. Form SCO or SMCO) DATED: **10-18-18**

☐ One or more Sellers is signing this Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (C.A.R. Form RCSD-S) for additional terms.

Date **10/18/18** SELLER

(Print name) **Lynda T. Bui**

Date _____ SELLER

(Print name) _____

☐ Additional Signature Addendum attached (C.A.R. Form ASA).

(_____/_____) (Do not initial if making a counter offer.) CONFIRMATION OF ACCEPTANCE: A Copy of Signed Acceptance was personally received by Buyer or Buyer's authorized agent on (date) _____ at _____
☐ AM/ ☐ PM. A binding Agreement is created when a Copy of Signed Acceptance is personally received by Buyer or Buyer's authorized agent whether or not confirmed in this document. Completion of this confirmation is not legally required in order to create a binding Agreement; it is solely intended to evidence the date that Confirmation of Acceptance has occurred.

REAL ESTATE BROKERS:

- A. Real Estate Brokers are not parties to the Agreement between Buyer and Seller.
B. Agency relationships are confirmed as stated in paragraph 2.
C. If specified in paragraph 3A(2), Agent who submitted the offer for Buyer acknowledges receipt of deposit.
D. **COOPERATING BROKER COMPENSATION:** Listing Broker agrees to pay Cooperating Broker (Selling Firm) and Cooperating Broker agrees to accept, out of Listing Broker's proceeds in escrow, the amount specified in the MLS, provided Cooperating Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS. If Listing Broker and Cooperating Broker are not both Participants of the MLS, or a reciprocal MLS, in which the Property is offered for sale, then compensation must be specified in a separate written agreement (C.A.R. Form CBC). Declaration of License and Tax (C.A.R. Form DLT) may be used to document that tax reporting will be required or that an exemption exists.

Real Estate Broker (Selling Firm) **Sotheby's International Realty Westlake Village** DRE Lic. # **899496**
By **Jessica Ellis** DRE Lic. # **02001591** Date **10/16/2018 22:12:48**
By _____ DRE Lic. # _____ Date _____
Address **3075 Townsgate Rd Ste 100** City **Westlake Village** State **CA** Zip **91361**
Telephone **(818)919-3198** Fax _____ E-mail **ellis.jessica75@gmail.com**
Real Estate Broker (Listing Firm) **Pro Realty Group** DRE Lic. # **01270203**
By **Matt Vanderbeek** DRE Lic. # **01270203** Date **10-18-18**
By _____ DRE Lic. # _____ Date _____
Address **54 Endless Vista** City **ALISO VIEJO** State **CA** Zip **92656**
Telephone **(949)795-8914** Fax _____ E-mail **mattvanderbeek@gmail.com**

ESCROW HOLDER ACKNOWLEDGMENT:

Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked, ☐ a deposit in the amount of \$ _____).
counter offer numbers _____ ☐ Seller's Statement of Information and _____
_____, and agrees to act as Escrow Holder subject to paragraph 20 of this Agreement, any
supplemental escrow instructions and the terms of Escrow Holder's general provisions.

Escrow Holder is advised that the date of Confirmation of Acceptance of the Agreement as between Buyer and Seller is _____

Escrow Holder _____ Escrow # _____

By _____ Date _____

Address _____

Phone/Fax/E-mail _____

Escrow Holder has the following license number # _____

☐ Department of Business Oversight, ☐ Department of Insurance, ☐ Department of Real Estate.

PRESENTATION OF OFFER: (**ME**) Listing Broker presented this offer to Seller on **10-16-18** (date).
Broker or Designee Initials

REJECTION OF OFFER: (_____) (_____) No counter offer is being made. This offer was rejected by Seller on _____ (date).
Seller's Initials

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Buyer Acknowledges that page 10 is part of this Agreement (**IS**) (**ES**)
Buyer's Initials



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CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 10 OF 10)

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Mom and Dad



CALIFORNIA
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BUYER'S INSPECTION ADVISORY

(C.A.R. Form BIA, Revised 11/14)

Property Address **34282 Lupine Ct, Lake Elsinore, CA 92532**

1. IMPORTANCE OF PROPERTY INVESTIGATION: The physical condition of the land and improvements being purchased is not guaranteed by either Seller or Brokers. You have an affirmative duty to exercise reasonable care to protect yourself, including discovery of the legal, practical and technical implications of disclosed facts, and the investigation and verification of information and facts that you know or that are within your diligent attention and observation. A general physical inspection typically does not cover all aspects of the Property nor items affecting the Property that are not physically located on the Property. If the professionals recommend further investigations, including a recommendation by a pest control operator to inspect inaccessible areas of the Property, you should contact qualified experts to conduct such additional investigations.

2. BROKER OBLIGATIONS: Brokers do not have expertise in all areas and therefore cannot advise you on many items, such as those listed below. If Broker gives you referrals to professionals, Broker does not guarantee their performance.

3. YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO THE FOLLOWING. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.

- A. GENERAL CONDITION OF THE PROPERTY, ITS SYSTEMS AND COMPONENTS:** Foundation, roof (condition, age, leaks, useful life), plumbing, heating, air conditioning, electrical, mechanical, security, pool/spa (cracks, leaks, operation), other structural and nonstructural systems and components, fixtures, built-in appliances, any personal property included in the sale, and energy efficiency of the Property.
- B. SQUARE FOOTAGE, AGE, BOUNDARIES:** Square footage, room dimensions, lot size, age of improvements and boundaries. Any numerical statements regarding these items are APPROXIMATIONS ONLY and have not been verified by Seller and cannot be verified by Brokers. Fences, hedges, walls, retaining walls and other barriers or markers do not necessarily identify true Property boundaries.
- C. WOOD DESTROYING PESTS:** Presence of, or conditions likely to lead to the presence of wood destroying pests and organisms.
- D. SOIL STABILITY:** Existence of fill or compacted soil, expansive or contracting soil, susceptibility to slippage, settling or movement, and the adequacy of drainage.
- E. WATER AND UTILITIES; WELL SYSTEMS AND COMPONENTS; WASTE DISPOSAL:** Water and utility availability, use restrictions and costs. Water quality, adequacy, condition, and performance of well systems and components. The type, size, adequacy, capacity and condition of sewer and septic systems and components, connection to sewer, and applicable fees.
- F. ENVIRONMENTAL HAZARDS:** Potential environmental hazards, including, but not limited to, asbestos, lead-based paint and other lead contamination, radon, methane, other gases, fuel oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, materials, products, or conditions (including mold (airborne, toxic or otherwise), fungus or similar contaminants).
- G. EARTHQUAKES AND FLOODING:** Susceptibility of the Property to earthquake/seismic hazards and propensity of the Property to flood.
- H. FIRE, HAZARD AND OTHER INSURANCE:** The availability and cost of necessary or desired insurance may vary. The location of the Property in a seismic, flood or fire hazard zone, and other conditions, such as the age of the Property and the claims history of the Property and Buyer, may affect the availability and need for certain types of insurance. Buyer should explore insurance options early as this information may affect other decisions, including the removal of loan and inspection contingencies.
- I. BUILDING PERMITS, ZONING AND GOVERNMENTAL REQUIREMENTS:** Permits, inspections, certificates, zoning, other governmental limitations, restrictions, and requirements affecting the current or future use of the Property, its development or size.
- J. RENTAL PROPERTY RESTRICTIONS:** Some cities and counties impose restrictions that limit the amount of rent that can be charged, the maximum number of occupants, and the right of a landlord to terminate a tenancy. Deadbolt or other locks and security systems for doors and windows, including window bars, should be examined to determine whether they satisfy legal requirements.
- K. SECURITY AND SAFETY:** State and local Law may require the installation of barriers, access alarms, self-latching mechanisms and/or other measures to decrease the risk to children and other persons of existing swimming pools and hot tubs, as well as various fire safety and other measures concerning other features of the Property.
- L. NEIGHBORHOOD, AREA, SUBDIVISION CONDITIONS; PERSONAL FACTORS:** Neighborhood or area conditions, including schools, law enforcement, crime statistics, registered felons or offenders, fire protection, other government services, availability, adequacy and cost of internet connections or other technology services and installations, commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally protected sites or improvements, cemeteries, facilities and condition of common areas of common interest subdivisions, and possible lack of compliance with any governing documents or Homeowners' Association requirements, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer.

By signing below, Buyers acknowledge that they have read, understand, accept and have received a Copy of this Advisory. Buyers are encouraged to read it carefully.

Buyer Ingrid Simmons 10/16/2018 22:18:47
Ingrid Simmons

Buyer Earl Simmons 10/16/2018 22:15:49
Earl Simmons

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BUYER'S INSPECTION ADVISORY (BIA PAGE 1 OF 1)



Mom and Dad

Sotheby's International Realty Westlake Village, 3075 Townsgate Road Suite#100 Westlake Village, CA 91361
Jessica Ellis

Phone: 8189193198 Fax: (805) 495-8927
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CALIFORNIA
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**DISCLOSURE REGARDING
REAL ESTATE AGENCY RELATIONSHIP**

(Selling Firm to Buyer)
(As required by the Civil Code)
(C.A.R. Form AD, Revised 12/14)

☐ (If checked) This form is being provided in connection with a transaction for a leasehold interest exceeding one year as per Civil Code section 2079.13(k), (l) and (m).

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A Fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
- (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered. The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).

☒ Buyer ☐ Seller ☐ Landlord ☐ Tenant Ingrid Simmons Date 10/16/2018 22:18:47

☒ Buyer ☐ Seller ☐ Landlord ☐ Tenant Earl Simmons Date 10/16/2018 22:15:49

Agent Sotheby's International Realty Westlake Village DRE Lic. # 899496
Real Estate Broker (Firm)

By Jessica Ellis DRE Lic. # 02001591 Date 10/16/2018 22:12:48
(Salesperson or Broker-Associate) Jessica Ellis

Agency Disclosure Compliance (Civil Code §2079.14):

- When the listing brokerage company also represents Buyer/Tenant: The Listing Agent shall have one AD form signed by Seller/Landlord and a different AD form signed by Buyer/Tenant.
- When Seller/Landlord and Buyer/Tenant are represented by different brokerage companies: (i) the Listing Agent shall have one AD form signed by Seller/Landlord and (ii) the Buyer's/Tenant's Agent shall have one AD form signed by Buyer/Tenant and either that same or a different AD form presented to Seller/Landlord for signature prior to presentation of the offer. If the same form is used, Seller may sign here:

Lynda T. Bui Date 10/18/18 Seller/Landlord Date

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AD REVISED 12/14 (PAGE 1 OF 2)

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 1 OF 2)

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Jessica Ellis Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogix.com

CIVIL CODE SECTIONS 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13 As used in Sections 2079.14 to 2079.24, inclusive, the following terms have the following meanings: (a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. (b) "Associate licensee" means a person who is licensed as a real estate broker or salesperson under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code and who is either licensed under a broker or has entered into a written contract with a broker to act as the broker's agent in connection with acts requiring a real estate license and to function under the broker's supervision in the capacity of an associate licensee. The agent in the real property transaction bears responsibility for his or her associate licensees who perform as agents of the agent. When an associate licensee owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the associate licensee functions. (c) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee. (d) "Commercial real property" means all real property in the state, except single-family residential real property, dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, mobilehomes, as defined in Section 798.3, or recreational vehicles, as defined in Section 799.29. (e) "Dual agent" means an agent acting, either directly or through an associate licensee, as agent for both the seller and the buyer in a real property transaction. (f) "Listing agreement" means a contract between an owner of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer. (g) "Listing agent" means a person who has obtained a listing of real property to act as an agent for compensation. (h) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the listing agent. (i) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. (j) "Offer to purchase" means a written contract executed by a buyer acting through a selling agent that becomes the contract for the sale of the real property upon acceptance by the seller. (k) "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property that constitutes or is improved with one to four dwelling units, any commercial real property, any leasehold in these types of property exceeding one year's duration, and mobilehomes, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. (l) "Real property transaction" means a transaction for the sale of real property in which an agent is employed by one or more of the principals to act in that transaction, and includes a listing or an offer to purchase. (m) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer, and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. (n) "Seller" means the transferor in a real property transaction, and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor. (o) "Selling agent" means a listing agent who acts alone, or an agent who acts in cooperation with a listing agent, and who sells or finds and obtains a buyer for the real property, or an agent who locates property for a buyer or who finds a buyer for a property for which no listing exists and presents an offer to purchase to the seller. (p) "Subagent" means a person to whom an agent delegates agency powers as provided in Article 5 (commencing with Section 2349) of Chapter 1 of Title 9. However, "subagent" does not include an associate licensee who is acting under the supervision of an agent in a real property transaction.

2079.14 Listing agents and selling agents shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and, except as provided in subdivision (c), shall obtain a signed acknowledgement of receipt from that seller or buyer, except as provided in this section or Section 2079.15, as follows: (a) The listing agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. (b) The selling agent shall provide the disclosure form to the seller as soon as practicable prior to presenting the seller with an offer to purchase, unless the selling agent previously provided the seller with a copy of the disclosure form pursuant to subdivision (a). (c) Where the selling agent does not deal on a face-to-face basis with the seller, the disclosure form prepared by the selling agent may be furnished to the seller (and acknowledgement of receipt obtained from the selling agent from the seller) by the listing agent, or the selling agent may deliver the disclosure form by certified mail addressed to the seller at his or her last known address, in which case no signed acknowledgement of receipt is required. (d) The selling agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase, except that if the offer to purchase is not prepared by the selling agent, the selling agent shall present the disclosure form to the buyer not later than the next business day after the selling agent receives the offer to purchase from the buyer.

2079.15 In any circumstance in which the seller or buyer refuses to sign an acknowledgement of receipt pursuant to Section 2079.14, the agent, or an associate licensee acting for an agent, shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

2079.17 (a) As soon as practicable, the selling agent shall disclose to the buyer and seller whether the selling agent is acting in the real property transaction exclusively as the buyer's agent, exclusively as the seller's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the selling agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. (b) As soon as practicable, the listing agent shall disclose to the seller whether the listing agent is acting in the real property transaction exclusively as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the listing agent prior to or coincident with the execution of that contract by the seller.

(c) The confirmation required by subdivisions (a) and (b) shall be in the following form:

(DO NOT COMPLETE. SAMPLE ONLY) _____ is the agent of (check one): ☐ the seller exclusively; or ☐ both the buyer and seller.
(Name of Listing Agent)
(DO NOT COMPLETE. SAMPLE ONLY) _____ is the agent of (check one): ☐ the buyer exclusively; or ☐ the seller exclusively; or
(Name of Selling Agent if not the same as the Listing Agent) ☐ both the buyer and seller.

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14.

2079.18 No selling agent in a real property transaction may act as an agent for the buyer only, when the selling agent is also acting as the listing agent in the transaction.

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 A dual agent shall not disclose to the buyer that the seller is willing to sell the property at a price less than the listing price, without the express written consent of the seller. A dual agent shall not disclose to the seller that the buyer is willing to pay a price greater than the offering price, without the express written consent of the buyer. This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a listing agent from also being a selling agent, and the combination of these functions in one agent does not, of itself, make that agent a dual agent.

2079.23 A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.



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DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 2 OF 2)

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Mom and Dad

EXHIBIT "3"



POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER - DISCLOSURE AND CONSENT

(C.A.R. Form PRBS, 11/14)

A real estate broker (Broker), whether a corporation, partnership or sole proprietorship, may represent more than one buyer or seller. This multiple representation can occur through an individual licensed as a broker or salesperson or through different individual broker's or salespersons (associate licensees) acting under the Broker's license. The associate licensees may be working out of the same or different office locations.

Multiple Buyers: Broker (individually or through its associate licensees) may be working with many prospective buyers at the same time. These prospective buyers may have an interest in, and make offers on, the same properties. Some of these properties may be listed with Broker and some may not. Broker will not limit or restrict any particular buyer from making an offer on any particular property whether or not Broker represents other buyers interested in the same property.

Multiple Sellers: Broker (individually or through its associate licensees) may have listings on many properties at the same time. As a result, Broker will attempt to find buyers for each of those listed properties. Some listed properties may appeal to the same prospective buyers. Some properties may attract more prospective buyers than others. Some of these prospective buyers may be represented by Broker and some may not. Broker will market all listed properties to all prospective buyers whether or not Broker has another or other listed properties that may appeal to the same prospective buyers.

Dual Agency: If Seller is represented by Broker, Seller acknowledges that broker may represent prospective buyers of Seller's property and consents to Broker acting as a dual agent for both seller and buyer in that transaction. If Buyer is represented by Broker, buyer acknowledges that Broker may represent sellers of property that Buyer is interested in acquiring and consents to Broker acting as a dual agent for both buyer and seller with regard to that property.

In the event of dual agency, seller and buyer agree that: (a) Broker, without the prior written consent of the Buyer, will not disclose to seller that the Buyer is willing to pay a price greater than the offered price; (b) Broker, without the prior written consent of the seller, will not disclose to the buyer that seller is willing to sell property at a price less than the listing price; and (c) other than as set forth in (a) and (b) above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the property to both parties.

Offers not necessarily confidential: Buyer is advised that seller or listing agent may disclose the existence, terms, or conditions of buyer's offer unless all parties and their agent have signed a written confidentiality agreement. Whether any such information is actually disclosed depends on many factors, such as current market conditions, the prevailing practice in the real estate community, the listing agent's marketing strategy and the instructions of the seller.

Buyer and seller understand that Broker may represent more than one buyer or more than one seller and even both buyer and seller on the same transaction and consents to such relationships.

Seller and/or Buyer acknowledges reading and understanding this Possible Representation of More Than One Buyer or Seller - Disclosure and Consent and agrees to the agency possibilities disclosed.

Seller *Lynda T. Bui* Date 10/18/18
 Seller _____ Date _____
 Buyer *Ingrid Simmons* Date 10/16/2018 22:18:47
 Buyer *Earl Simmons* Date 10/16/2018 22:15:49
 Real Estate Broker (Firm) *Pro Realty Group* DRE Lic # 01270203 Date 10/15/2018
 By *Matt Vanderbeek* DRE Lic # 01270203 Date _____
 Real Estate Broker (Firm) *Sotheby's International Realty Westlake Village* DRE Lic # 899496 Date 10/15/2018
 By *Jessica Ellis* DRE Lic # 02001591 Date 10/16/2018 22:12:48

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PRBS 11/14 (PAGE 1 OF 1)

POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER (PRBS PAGE 1 OF 1)

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**WIRE FRAUD AND ELECTRONIC FUNDS
TRANSFER ADVISORY**
(C.A.R. Form WFA, Revised 12/17)

Property Address: 34282 Lupine Ct, Lake Elsinore, CA 92532 ("Property").

WIRE FRAUD AND ELECTRONIC FUNDS TRANSFERS ADVISORY:

The ability to communicate and conduct business electronically is a convenience and reality in nearly all parts of our lives. At the same time, it has provided hackers and scammers new opportunities for their criminal activity. Many businesses have been victimized and the real estate business is no exception.

While wiring or electronically transferring funds is a welcome convenience, we all need to exercise extreme caution. Emails attempting to induce fraudulent wire transfers have been received and have appeared to be legitimate. Reports indicate that some hackers have been able to intercept emailed transfer instructions, obtain account information and, by altering some of the data, redirect the funds to a different account. It also appears that some hackers were able to provide false phone numbers for verifying the wiring or funds transfer instructions. In those cases, the victim called the number provided to confirm the instructions, and then unwittingly authorized a transfer to somewhere or someone other than the intended recipient.

ACCORDINGLY, YOU ARE ADVISED:

1. Obtain phone numbers and account numbers only from Escrow Officers, Property Managers, or Landlords at the beginning of the transaction.
2. DO NOT EVER WIRE OR ELECTRONICALLY TRANSFER FUNDS PRIOR TO CALLING TO CONFIRM THE TRANSFER INSTRUCTIONS. ONLY USE A PHONE NUMBER YOU WERE PROVIDED PREVIOUSLY. Do not use any different phone number or account number included in any emailed transfer instructions.
3. Orally confirm the transfer instruction is legitimate and confirm the bank routing number, account numbers and other codes before taking steps to transfer the funds.
4. Avoid sending personal information in emails or texts. Provide such information in person or over the telephone directly to the Escrow Officer, Property Manager, or Landlord.
5. Take steps to secure the system you are using with your email account. These steps include creating strong passwords, using secure WiFi, and not using free services.

If you believe you have received questionable or suspicious wire or funds transfer instructions, immediately notify your bank, and the other party, and the Escrow Office, Landlord, or Property Manager. The sources below, as well as others, can also provide information:

Federal Bureau of Investigation: <https://www.fbi.gov/>; the FBI's IC3 at www.ic3.gov; or 310-477-6565

National White Collar Crime Center: <http://www.nw3c.org/>

On Guard Online: <https://www.onguardonline.gov/>

NOTE: There are existing alternatives to electronic and wired fund transfers such as cashier's checks. By signing below, the undersigned acknowledge that each has read, understands and has received a copy of this Wire Fraud and Electronic Funds Transfer Advisory.

Buyer/Tenant	<u>Ingrid Simmons</u>	<u>Ingrid Simmons</u>	Date	<u>10/16/2018 22:18:47</u>
Buyer/Tenant	<u>Earl Simmons</u>	<u>Earl Simmons</u>	Date	<u>10/16/2018 22:15:49</u>
Seller/Landlord	<u>[Signature]</u>	<u>Lynda T. Bui</u>	Date	<u>10/18/18</u>
Seller/Landlord			Date	

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WIRE FRAUD AND ELECTRONIC FUNDS TRANSFER ADVISORY (WFA PAGE 1 OF 1)



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DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(Listing Firm to Seller)
(As required by the Civil Code)
(C.A.R. Form AD, Revised 12/14)

☐ (If checked) This form is being provided in connection with a transaction for a leasehold interest exceeding one year as per Civil Code section 2079.13(k), (l) and (m).

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A Fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
- (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. **This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).**

☐ Buyer ☒ Seller ☐ Landlord ☐ Tenant Date 10/18/18

Lynda Bul/BK Trustee for the Estate of WILLIAM LOUIS BRYAN, III

☐ Buyer ☐ Seller ☐ Landlord ☐ Tenant Date _____

Agent Pro Realty Group DRE Lic. # 01270203

Real Estate Broker (Firm)

By Matt Vanderbeek DRE Lic. # 01270203 Date 10-18-18

(Salesperson or Broker-Associate) Matt Vanderbeek

Agency Disclosure Compliance (Civil Code §2079.14):

- When the listing brokerage company also represents Buyer/Tenant: The Listing Agent shall have one AD form signed by Seller/Landlord and a different AD form signed by Buyer/Tenant.
- When Seller/Landlord and Buyer/Tenant are represented by different brokerage companies: (i) the Listing Agent shall have one AD form signed by Seller/Landlord and (ii) the Buyer's/Tenant's Agent shall have one AD form signed by Buyer/Tenant and either that same or a different AD form presented to Seller/Landlord for signature prior to presentation of the offer. If the same form is used, Seller may sign here:

(SELLER/LANDLORD: DO NOT SIGN HERE)

(SELLER/LANDLORD: DO NOT SIGN HERE)

Seller/Landlord _____ Date _____ Seller/Landlord _____ Date _____



CIVIL CODE SECTIONS 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13 As used in Sections 2079.14 to 2079.24, inclusive, the following terms have the following meanings: (a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. (b) "Associate licensee" means a person who is licensed as a real estate broker or salesperson under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code and who is either licensed under a broker or has entered into a written contract with a broker to act as the broker's agent in connection with acts requiring a real estate license and to function under the broker's supervision in the capacity of an associate licensee. The agent in the real property transaction bears responsibility for his or her associate licensees who perform as agents of the agent. When an associate licensee owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the associate licensee functions. (c) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee. (d) "Commercial real property" means all real property in the state, except single-family residential real property, dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, mobilehomes, as defined in Section 798.3, or recreational vehicles, as defined in Section 799.29. (e) "Dual agent" means an agent acting, either directly or through an associate licensee, as agent for both the seller and the buyer in a real property transaction. (f) "Listing agreement" means a contract between an owner of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer. (g) "Listing agent" means a person who has obtained a listing of real property to act as an agent for compensation. (h) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the listing agent. (i) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. (j) "Offer to purchase" means a written contract executed by a buyer acting through a selling agent that becomes the contract for the sale of the real property upon acceptance by the seller. (k) "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property that constitutes or is improved with one to four dwelling units, any commercial real property, any leasehold in these types of property exceeding one year's duration, and mobilehomes, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. (l) "Real property transaction" means a transaction for the sale of real property in which an agent is employed by one or more of the principals to act in that transaction, and includes a listing or an offer to purchase. (m) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer, and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. (n) "Seller" means the transferor in a real property transaction, and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor. (o) "Selling agent" means a listing agent who acts alone, or an agent who acts in cooperation with a listing agent, and who sells or finds and obtains a buyer for the real property, or an agent who locates property for a buyer or who finds a buyer for a property for which no listing exists and presents an offer to purchase to the seller. (p) "Subagent" means a person to whom an agent delegates agency powers as provided in Article 5 (commencing with Section 2349) of Chapter 1 of Title 9. However, "subagent" does not include an associate licensee who is acting under the supervision of an agent in a real property transaction.

2079.14 Listing agents and selling agents shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and, except as provided in subdivision (c), shall obtain a signed acknowledgement of receipt from that seller or buyer, except as provided in this section or Section 2079.15, as follows: (a) The listing agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. (b) The selling agent shall provide the disclosure form to the seller as soon as practicable prior to presenting the seller with an offer to purchase, unless the selling agent previously provided the seller with a copy of the disclosure form pursuant to subdivision (a). (c) Where the selling agent does not deal on a face-to-face basis with the seller, the disclosure form prepared by the selling agent may be furnished to the seller (and acknowledgement of receipt obtained for the selling agent from the seller) by the listing agent, or the selling agent may deliver the disclosure form by certified mail addressed to the seller at his or her last known address, in which case no signed acknowledgement of receipt is required. (d) The selling agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase, except that if the offer to purchase is not prepared by the selling agent, the selling agent shall present the disclosure form to the buyer not later than the next business day after the selling agent receives the offer to purchase from the buyer.

2079.15 In any circumstance in which the seller or buyer refuses to sign an acknowledgement of receipt pursuant to Section 2079.14, the agent, or an associate licensee acting for an agent, shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

2079.17 (a) As soon as practicable, the selling agent shall disclose to the buyer and seller whether the selling agent is acting in the real property transaction exclusively as the buyer's agent, exclusively as the seller's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the selling agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. (b) As soon as practicable, the listing agent shall disclose to the seller whether the listing agent is acting in the real property transaction exclusively as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the listing agent prior to or coincident with the execution of that contract by the seller. (c) The confirmation required by subdivisions (a) and (b) shall be in the following form.

(DO NOT COMPLETE. SAMPLE ONLY) is the agent of (check one): ☐ the seller exclusively; or ☐ both the buyer and seller.

(Name of Listing Agent)

(DO NOT COMPLETE. SAMPLE ONLY) is the agent of (check one): ☐ the buyer exclusively; or ☐ the seller exclusively; or ☐ both the buyer and seller.

(Name of Selling Agent if not the same as the Listing Agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14.

2079.18 No selling agent in a real property transaction may act as an agent for the buyer only, when the selling agent is also acting as the listing agent in the transaction.

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 A dual agent shall not disclose to the buyer that the seller is willing to pay a price greater than the offering price, without the express written consent of the seller. A dual agent shall not disclose to the seller that the buyer is willing to pay a price greater than the offering price, without the express written consent of the buyer. This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a listing agent from also being a selling agent, and the combination of these functions in one agent does not, of itself, make that agent a dual agent.

2079.23 A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.



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AD REVISED 12/14 (PAGE 2 OF 2)

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DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 2 OF 2)

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34282 Lupine Ct.



CALIFORNIA
ASSOCIATION
OF REALTORS®

SELLER MULTIPLE COUNTER OFFER No. 1

(C.A.R. Form SMCO, Revised 12/15)

Date 10/18/2018

This is a counter offer to the: ☒ Purchase Agreement, ☐ Other _____ ("Offer"),
dated 10/15/2018, on property known as 34282 Lupine Court, Lake Elsinore, CA 92532 ("Property"),
between Ingrid Simmons ("Buyer"),
and Lynda Bui, BK Trustee for the Estate of WILLIAM LOUIS BRYAN, III ("Seller").

1. **TERMS:** The terms and conditions of the above referenced document are accepted subject to the following:
- A. Paragraphs in the Offer that require initials by all parties, but are not initialed by all parties, are excluded from the final agreement unless specifically referenced for inclusion in paragraph 1C of this or another Counter Offer.
 - B. Unless otherwise agreed in writing, down payment and loan amount(s) will be adjusted in the same proportion as in the original Offer.
 - C. **OTHER TERMS:** 1.) Deposit to be 3% of purchase price. 2.) Purchase agreement expiration to be extended to 10/19/18.
3.) Close of Escrow to be as soon as possible but no later than 14 days after court approval.
4.) Seller choice of all services and reports with Escrow to be A&A Escrow.
5.) Seller and buyer each to pay their own escrow fees. 6.) Property is being sold in AS IS condition with no expressed/implied warranties. 7.) Refrigerator, washer & dryer not included. 8.) Sale subject to Bankruptcy Court approval and overbid.
9.) Seller will not pay for or include a home warranty, termite report, government requirements/retrofit or any repairs.
10.) Purchase price to be: \$348,000. 11.) Seller is Lynda Bui, BK Trustee for the Estate of William Louis Bryan, III.

- D. The following attached addenda are incorporated into this Multiple Counter Offer: ☐ Addendum No. _____
☒ Court Confirmation Addendum dated 10/18/2018 ☒ Addendum to Multiple Counter-Offer #1 dated 10/18/2018

2. **BINDING EFFECT:** Seller is making Multiple Counter Offers to other prospective Buyers on terms that may or may not be the same as in this Multiple Counter Offer. This Multiple Counter Offer does not bind Seller and Buyer unless all of the following occur in the times specified below: Seller signs in paragraph 5, Buyer signs in paragraph 7, Seller signs in paragraph 8, and Buyer receives a copy of the Multiple Counter Offer with all of the signatures. (Note: Prior to the completion of all of the foregoing, Buyer and Seller shall have no duties or obligations for the purchase or sale of the Property.)
3. **EXPIRATION OF SELLER MULTIPLE COUNTER OFFER:** This Multiple Counter Offer shall be deemed revoked and the deposits, if any, shall be returned to Buyer unless by 5:00PM on the third Day After the date Seller signs in paragraph 5 (if more than one Seller, then the last date) (or by ☐ AM ☐ PM on _____ (Date)), (i) it is signed in paragraph 7 by Buyer, and (ii) a copy of the Multiple Counter Offer signed by Buyer is personally received by Seller or _____, who is authorized to receive it;
4. **MARKETING TO OTHER BUYERS:** Seller has the right to continue to offer the Property for sale. Seller has the right to accept any other offer received, prior to Seller selection of this Multiple Counter Offer.
5. **SELLER MAKES THIS MULTIPLE COUNTER OFFER ON THE TERMS ABOVE AND ACKNOWLEDGES RECEIPT OF A COPY.**

Lynda Bui, BK Trustee for the Estate of WILLIAM Date 10/18/18
Date _____

6. **ACCEPTANCE OF SELLER MULTIPLE COUNTER OFFER:** Buyer's acceptance of this Seller Multiple Counter Offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless by 5:00PM on the fourth Day After the date Seller signs in paragraph 5 (if more than one Seller, then the last date) (or by ☐ AM ☐ PM on _____ (Date)) (i) it is signed in paragraph 8 by Seller, and (ii) a copy of this Seller Multiple Counter Offer signed by Seller in paragraph 8 is personally received by Buyer or _____ who is authorized to receive it.

7. **ACCEPTANCE:** Buyer accepts the above Multiple Counter Offer (if checked ☐ SUBJECT TO THE ATTACHED COUNTER OFFER # _____) and acknowledges receipt of a copy.

Ingrid Simmons Date 10/22/2018 Time 08:38 PM GMT ☐ AM ☐ PM
Earl Simmons Date 10/22/2018 Time 08:36 PM GMT ☐ AM ☐ PM

8. **SELECTION OF ACCEPTED MULTIPLE COUNTER OFFER:** By signing below, Seller accepts this Multiple Counter Offer. NOTE TO SELLER: Do NOT sign in this box until after Buyer signs in paragraph 7.

Lynda Bui, BK Trustee for the Estate of WILLIAM Date 10/22/18 Time _____ ☐ AM ☐ PM
Date _____ Time _____ ☐ AM ☐ PM

(JE) (Initials) Confirmation of Acceptance: A Copy of the Signed Seller Selection was personally received by Buyer or Buyer's authorized agent on (date) 10/22/2018 08:39 PM GMT at 11:45 ☒ M ☐ PM. A binding Agreement is created when a Copy of the Signed Seller Selection is personally received by Buyer or Buyer's authorized agent whether or not confirmed in this document.

Jessica Ellis

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SELLER MULTIPLE COUNTER OFFER (SMCO PAGE 1 OF 1)

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EXHIBIT "3"



CALIFORNIA
ASSOCIATION
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SELLER MULTIPLE COUNTER OFFER No. 1

(C.A.R. Form SMCO, Revised 12/15)

Date 10/18/2018

This is a counter offer to the: ☒ Purchase Agreement, ☐ Other _____ ("Offer"),
dated 10/15/2018, on property known as 34282 Lupine Court, Lake Elsinore, CA 92532 ("Property"),
between Ingrid Simmons ("Buyer")
and Lynda Bui, BK Trustee for the Estate of WILLIAM LOUIS BRYAN, III ("Seller").

1. **TERMS:** The terms and conditions of the above referenced document are accepted subject to the following:
- A. Paragraphs in the Offer that require initials by all parties, but are not initialed by all parties, are excluded from the final agreement unless specifically referenced for inclusion in paragraph 1C of this or another Counter Offer.
 - B. Unless otherwise agreed in writing, down payment and loan amount(s) will be adjusted in the same proportion as in the original Offer.
 - C. **OTHER TERMS:** 1.) Deposit to be 3% of purchase price. 2.) Purchase agreement expiration to be extended to 10/19/18.
3.) Close of Escrow to be as soon as possible but no later than 14 days after court approval.
4.) Seller choice of all services and reports with Escrow to be A&A Escrow.
5.) Seller and buyer each to pay their own escrow fees. 6.) Property is being sold in AS IS condition with no expressed/Implied warranties. 7.) Refrigerator, washer & dryer not included. 8.) Sale subject to Bankruptcy Court approval and overbid.
9.) Seller will not pay for or include a home warranty, termite report, government requirements/retrofit or any repairs.
10.) Purchase price to be: \$348,000. 11.) Seller is Lynda Bui, BK Trustee for the Estate of William Louis Bryan, III.

- D. The following attached addenda are incorporated into this Multiple Counter Offer: ☐ Addendum No. _____
☒ Court Confirmation Addendum dated 10/18/2018 ☒ Addendum to Multiple Counter-Offer #1 dated 10/18/2018

2. **BINDING EFFECT:** Seller is making Multiple Counter Offers to other prospective Buyers on terms that may or may not be the same as in this Multiple Counter Offer. This Multiple Counter Offer does not bind Seller and Buyer unless all of the following occur in the times specified below: Seller signs in paragraph 5, Buyer signs in paragraph 7, Seller signs in paragraph 8, and Buyer receives a copy of the Multiple Counter Offer with all of the signatures. (Note: Prior to the completion of all of the foregoing, Buyer and Seller shall have no duties or obligations for the purchase or sale of the Property.)

3. **EXPIRATION OF SELLER MULTIPLE COUNTER OFFER:** This Multiple Counter Offer shall be deemed revoked and the deposits, if any, shall be returned to Buyer unless by 5:00PM on the third Day After the date Seller signs in paragraph 5 (if more than one Seller, then the last date) (or by ☐ AM ☐ PM on _____ (Date)), (i) it is signed in paragraph 7 by Buyer, and (ii) a copy of the Multiple Counter Offer signed by Buyer is personally received by Seller or _____, who is authorized to receive it;

4. **MARKETING TO OTHER BUYERS:** Seller has the right to continue to offer the Property for sale. Seller has the right to accept any other offer received, prior to Seller selection of this Multiple Counter Offer.

5. **SELLER MAKES THIS MULTIPLE COUNTER OFFER ON THE TERMS ABOVE AND ACKNOWLEDGES RECEIPT OF A COPY.**

[Signature] Lynda Bui, BK Trustee for the Estate of WILLIAM Date 10/18/18
Date _____

6. **ACCEPTANCE OF SELLER MULTIPLE COUNTER OFFER:** Buyer's acceptance of this Seller Multiple Counter Offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless by 5:00PM on the fourth Day After the date Seller signs in paragraph 5 (if more than one Seller, then the last date) (or by ☐ AM ☐ PM on _____ (Date) (i) it is signed in paragraph 8 by Seller, and (ii) a copy of this Seller Multiple Counter Offer signed by Seller in paragraph 8 is personally received by Buyer or _____ who is authorized to receive it.

7. **ACCEPTANCE:** Buyer accepts the above Multiple Counter Offer (If checked ☐ SUBJECT TO THE ATTACHED COUNTER OFFER # _____) and acknowledges receipt of a Copy.

Ingrid Simmons Date 10/23/2018 09:24 Time ☐ AM ☐ PM
Earl Simmons Date 10/23/2018 09:23 Time ☐ AM ☐ PM

8. **SELECTION OF ACCEPTED MULTIPLE COUNTER OFFER:** By signing below, Seller accepts this Multiple Counter Offer. NOTE TO SELLER: Do NOT sign in this box until after Buyer signs in paragraph 7.

Lynda Bui, BK Trustee for the Estate of WILLIAM Date _____ Time ☐ AM ☐ PM
Date _____ Time ☐ AM ☐ PM

(_____ / _____) (Initials) Confirmation of Acceptance: A Copy of the Signed Seller Selection was personally received by Buyer or Buyer's authorized agent on (date) 10/23/2018 at _____ AM ☐ PM. A binding Agreement is created when a Copy of the Signed Seller Selection is personally received by Buyer or Buyer's authorized agent whether or not confirmed in this document.

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SELLER MULTIPLE COUNTER OFFER (SMCO PAGE 1 OF 1)

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Matt Vanderbeck Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogix.com

ADDENDUM TO SELLER MULTIPLE COUNTER-OFFER # 1

This Addendum to **Seller Multiple Counter-Offer #1** ("Addendum") is intended to set forth the terms and conditions of a contract for the purchase by and sale to **Ingrid Simmons and Earl Simmons** ("Buyer") from Lynda T. Bui, solely in her capacity as Chapter 7 Trustee for the bankruptcy estate ("Bankruptcy Estate") of **In re William Louis Bryan, III, Case No. 18-13434-MW** ("Seller" or "Trustee"), of the real property commonly known as **34282 Lupine Ct, Lake Elsinore, CA 92532-2588** ("Property"). When executed below, this Addendum together with Seller Multiple Counter-Offer # 1 to the California Residential Purchase Addendum and Joint Escrow Instructions dated **October 15, 2018** will constitute conclusive evidence and the exclusive terms and conditions of the contract for such purchase and sale (the "Sale") of the Property.

PURCHASE PRICE; DEPOSIT; ESCROW. The purchase price for the Property shall be **Three hundred Forty Eight Thousand Dollars** (\$348,000) ("Purchase Price") subject to overbids. Buyer shall make an initial deposit of 3% of the purchase price, totaling **Ten Thousand Four Hundred forty Dollars** (\$10,440) ("Initial Deposit") in the form of cashier's check or wire transfer made payable and delivered to **A & A Escrow Services** ("Escrow Holder") within three (3) business days of acceptance of this Counter-Offer by Buyer. Seller's execution of the Affirmation Addendum in the form attached hereto as Exhibit "A", and Buyer's receipt of a copy of the fully executed Counter-Offer and the Affirmation Addendum.

Buyer shall deliver to the Trustee, within three (3) days of mutual execution of this Addendum upon this Counter-Offer, proof of committed funds available to Buyer sufficient to enable Buyer to consummate the acquisition contemplated herein, which proof shall be in the form of a letter of credit; loan commitment or other form acceptable to the Trustee in the Trustee's sole discretion. In the event that either (i) Buyer fails timely to provide any such proof, or (ii) the Trustee determines, in the Trustee's sole discretion, that any proof of funds provided to Trustee by Buyer is unacceptable, the Trustee shall have the right, at the Trustee's option, to provide written notice to Buyer that this Counter-Offer is terminated. In the event that the Trustee exercises such termination right, this Counter-Offer shall terminate effective as of the date of Trustee's written notice to Buyer, whereupon the Initial Deposit (if theretofore deposited with the Escrow Holder) shall be returned to Buyer and Buyer and Trustee shall each be relieved of any further obligation hereunder.

Escrow instructions corresponding to the terms of this Addendum shall be provided by the Escrow Holder and signed by the parties within five (5) business days of the date of Buyer's and Seller's receipt of said escrow instructions. Buyer and Seller shall deposit such documents and instruments with the Escrow Holder as and when reasonably required to complete the sale. Buyer shall be free to assign this Addendum to another person or entity ("Assignee") subject to Seller's prior review and written approval (which approval Seller may grant or withhold in its sole discretion), but Buyer shall remain liable hereunder, together with such Assignee, in the event that such Assignee fails to perform any of Buyer's obligations hereunder.

1. **BUYER'S DUE DILIGENCE AND CANCELLATION RIGHT.** Buyer shall have fifteen (15) calendar days from the date of execution hereof to perform, complete, and satisfy all contingencies, inspections, investigations, tests and reviews of reports, and to complete all due diligence which the Buyer desires for this purchase of the Property, including, but not limited to

and performing and completing any geological, soil, structural, environmental, or other tests, inspections, and investigations desired by Buyer. Buyer may, not later than the end of that period, give Seller written notice of Buyer's election to withdraw from this Addendum because of Buyer's inability to complete or dissatisfaction with the results of any of those matters ("Notice of Cancellation"), in which event Buyer's and Seller's obligations under this Addendum shall be terminated and Buyer shall receive a full refund of Buyer's deposit. If Buyer fails to give such Notice of Cancellation as within such period, all such contingencies shall be automatically removed as set forth in Paragraph 3 and Buyer's obligation to proceed shall be non-contingent except as provided herein for, (i) Buyer's review of a preliminary report and underlying documents respecting the title to the Property (as set forth in Paragraph 2), and (ii) Bankruptcy Court approval of this Addendum and the Sale (including as set forth in Paragraph 6).

2. TITLE; TITLE INSURANCE. Within three (3) business days after acceptance of the Counter Offer, Title Company will be instructed to provide a preliminary report of the condition of title to the Property, including copies of underlying documents referred to in Schedule B thereof, for Buyer's review. Buyer may, not later than the end of the period in this paragraph, or until three (3) days after receipt of the preliminary report and underlying documents, whichever occurs later, give Seller written notice ("Notice of Title Disapproval") that Buyer disapproves the condition of title with respect to a material matter(s) that interferes with the use of the Property for the purpose for which it is currently used or intended to be used. Such notice must refer to the specific exception(s) in Schedule B of the preliminary report and the specific underlying document(s) which are the basis for Buyer's disapproval. Within five (5) business days after receipt of such notice, Seller may, in Seller's sole discretion, either (i) cancel this Addendum and the sale, in which event Buyer's and Seller's obligations under this Addendum shall be terminated and Buyer shall receive a full refund of Buyer's Deposit, or (ii) elect to correct the item(s) that was disapproved by Buyer, in which event the sale shall proceed. Seller may correct such item by any means that will result in the Title Company either removing the disapproved exception(s) from the preliminary report or providing title insurance coverage by endorsement against such exception(s). At the close of the sale, Seller shall convey and Buyer shall accept title to the Property as shown in Schedule B of the preliminary report, subject to any corrections as in this paragraph above, free and clear of all monetary liens, subject to the terms of the within contract. Seller shall pay the costs of a CLTA Standard Owner's policy of title insurance.

3. REMOVAL OF CONTINGENCIES; COURT CONFIRMATION; CLOSING; DELIVERY OF POSSESSION. If Buyer does not give Seller written Notice of Cancellation as and when provided in Paragraph 1, or Notice of Title Disapproval as and when provided in Paragraph 2, Buyer's silence shall be deemed acceptance and Buyer shall be deemed to have satisfied and removed all of Buyer's contingencies and to proceed with the Sale. Seller shall then file a motion with the Bankruptcy Court to confirm this sale. Upon such removal of contingencies, Buyer shall be unconditionally obligated to proceed with the sale, subject only to Bankruptcy Court confirmation as set forth below. If the Bankruptcy Court confirms the sale to Buyer, the closing shall take place as soon as practicable after entry of the order approving the sale, but no later than the first business day after fourteen (14) calendar days following the entry of such order. The closing shall occur on the date the deed transferring the Property to Buyer is recorded with the County Recorder where the Property is located. Occupancy shall be delivered to Buyer upon Escrow Holder's confirmation of recording.

4. BANKRUPTCY SALE. Buyer acknowledges that Seller is a Trustee appointed to

administer the above referenced Bankruptcy Estate, and is a party to this Addendum solely in that capacity. Seller and Brokers and agents have not and will not determine the condition or fitness for use of the Property for any particular purpose. The sale shall be "as is," "where is," "with all faults," and with no warranty by or recourse whatsoever to Seller or Brokers or agents herein. Transfer of the Property shall be by Quit Claim Deed. All parties acknowledge that Seller is a party to this Addendum solely in the capacity as Trustee of the above referenced Bankruptcy Estate and that in the event of any default in the performance of any of Seller's obligations under the Offer (as modified hereby) or in the event that any other claim is asserted against the Seller, Trustee or the Bankruptcy Estate in connection with this transaction, the Trustee, including his agents, attorneys, and other representatives, shall in no event have any personal liability whatsoever (whether in the Trustee's individual capacity or otherwise), it being expressly understood and agreed that Buyer's sole recourse, if any, in such event shall be to the assets of such Bankruptcy Estate.

5. **TAXES; PRORATIONS; COSTS OF SALE.** All real property taxes and assessments for the current tax year shown in the current County Tax Bill shall be prorated between Seller and Buyer and charged as of the closing date to the applicable accounts of Seller and Buyer. The sale shall be free and clear of any homeowner's association assessments and all real property taxes (other than those prorated as provided above) enforceable against the Property through the closing date of the sale. Escrow fees shall be split between Buyer and Seller in the manner customary in the County where the Property is located. Seller shall pay any real property transfer tax. Seller shall pay the cost of a Natural Hazard Disclosure Report, from a vendor selected by Seller, to be furnished to Buyer through escrow. Buyer shall pay and have sole responsibility for compliance with any requirements imposed on the Property or this sale by any governmental agency(ies), including compliance with any applicable governmental retrofit requirements. Buyer shall pay the cost of recording the deed. Buyer and Seller shall each pay their own expenses of every other type except as specifically provided in this Addendum. Seller shall not be responsible to pay any one-year home warranty plan.

6. **BANKRUPTCY COURT APPROVAL; OVERBIDDING.** The sale is subject to notice to creditors, approval by the Bankruptcy Court, and higher and better bids received by Seller through and including the Bankruptcy Court hearing to confirm the sale. Payment of any and all real estate brokers' commissions is also subject to notice to creditors and approval by the Bankruptcy Court. Buyer acknowledges and agrees that Seller may not seek to obtain the Bankruptcy Court's approval if Seller has determined that it would be in the best interest of the Bankruptcy Estate not to do so.

7. **BROKERS.** Subject to Bankruptcy Court approval, Seller will pay a real estate agent's commission of **six percent (6%)** of the purchase price of the Property to be divided as follows: (1) 2 ½ percent to **Pro Realty Group (Broker/Agent Matt Vanderbeek)** representing the Seller; (2) 2 ½ percent to **Sotheby's International Realty Westlake Village (Broker/Agent Jessica Ellis)** representing the Buyer; and (3) remaining one percent (1%) will be carved out to the Estate. All such Brokers and agents are collectively referred to herein as the "Brokers." No commission or compensation shall be due or payable to Brokers in connection with this Addendum or sale except from the cash proceeds of an actual Sale of the Property that closes to Buyer. Buyer hereby represents and warrants that, other than the Brokers, Buyer has not dealt with any broker, finder or other person entitled to any fee, commission or other compensation in connection with the Sale and Buyer shall indemnify, defend and protect and hold Seller and the related Bankruptcy

Estate harmless of, from and against any claims, demands, actions, causes of action, losses, liabilities and costs and expenses (including, without limitation, all court costs and reasonable attorneys' fees) as Seller may suffer or incur in the event that any claims for any such fees, commissions or other compensation of any kind are hereafter asserted.

8. MATERIAL CHANGE OF CONDITION. In the event of any material change in the condition of the Property after the date of acceptance of this Counter-Offer, if Buyer demands repair of any resulting actual damage to the Property, Seller may, at Seller's sole option: (a) elect to terminate this Addendum, in which event Buyer's and Seller's obligations to buy or sell shall terminate and the full Deposit shall be refunded to Buyer; or (b) make required repairs at the Bankruptcy Estate's expense; or (c) assign any insurance proceeds for the damage to the Property to Buyer as of the close of the sale; or (d) credit the cost of such repairs to Buyer through escrow, it being agreed that in the event that Seller elects and complies with subpart 8(b), (c) or (d), Buyer's obligation to proceed with the Sale shall be unaffected by any such material change in the condition of the Property.

9. REMEDY FOR BUYER'S OR SELLER'S FAILURE TO CLOSE. Buyer's sole remedy in the event that the sale fails to close as a result of Seller's inability or failure to close for any reason, including but not limited to the reason of failure to obtain approval of the sale by the Bankruptcy Court, shall be the mutual release of Buyer's and Seller's obligations to buy or sell and a full refund of the Deposit (plus any increased thereof by Buyer). In the event Buyer fails to close the sale for any reason other than Seller's default, after Buyer's contingencies have been removed as under Paragraphs 2 and 3, Buyer's Deposit (plus any increase, thereof by Buyer) shall be paid over to Seller and retained by Seller as liquidated damages without further legal action. If the Property is a dwelling with no more than four units, one of which Buyer intends to occupy, then the amount retained shall be no more than three percent of the Purchase Price. This provision shall apply equally to the Deposit (and any increase, thereof by Buyer).

ES IS [Buyer's Initials]

10. BANKRUPTCY COURT JURISDICTION. The U.S. Bankruptcy Court for the Central District of California shall have sole and exclusive jurisdiction to interpret and enforce the terms of this Addendum and Buyer hereby consents and submits to such exclusive jurisdiction. This Addendum shall be interpreted and enforced pursuant to the laws of the United States of America including the Bankruptcy Code, Title 11, United States Code.

11. "AS-IS," "WHERE-IS" CONDITION; NO WARRANTIES. Buyer acknowledges and agrees that, to the maximum extent permitted by law, the sale contemplated by this Addendum is made "as-is," "where-is," and "with all faults," except as specifically provided in this Addendum. Seller and Brokers and agents herein have not made, do not make, and specifically negate and disclaim any representations, warranties, promises, covenants, Addendums, or guaranties of any kind or character whatsoever, whether express or implied, oral or written, concerning or respecting (i) value of the Property; (ii) income to be derived from the Property; (iii) suitability of the Property, or lack thereof for any activity or use which Buyer may intend to conduct thereon, including any possibilities or limitations for future development; (iv) habitability, merchantability, marketability, profitability, or fitness for a particular purpose, of the Property, or lack thereof; (v) manner, quality, state of repair, or lack of repair of the Property; (vi) nature, quality, or condition of the Property, or any portion, system, or component thereof, including

without limitation, water, soil, and geology; (vii) compliance of the Property or its operation, or lack thereof, with any laws, ordinances, regulations, rules, or orders of any applicable governmental authority or body, including Buyer's agreement to purchase their own home warranty and comply with any and all government requirements and retrofit, at Buyer's expense, prior to close of escrow; (viii) manner or quality of engineering, design, construction or materials, if any, incorporated into the Property; (ix) compliance or lack of compliance with any land use, building and safety, or other laws, ordinances, regulations, rules, orders, or other requirements imposed or enforced by any governmental or non-governmental body, including without limitation the Americans with Disabilities Act of 1990; (x) the presence or absence at, on, under, or adjacent to the Property, of materials described as "hazardous substances, hazardous materials, or toxic substances" or by similar terms under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S. Code §§9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S. Code §§1801, et seq.), the Resource Conservation and Recovery Act (42 U.S. Code §§6901, et seq.), the Toxic Substance Control Act (15 U.S. Code §2601, et seq.), the Clean Water Act (33 U.S. Code §1251, et seq.), California Health and Safety Code §25117 or 25316), or other statutes and laws, all as amended and including all regulations issued thereunder; (xi) the content, completeness or accuracy of any Due Diligence materials or Preliminary Report regarding Title to the Property; (xii) the conformity or lack of conformity of the improvements to any plans or specifications for the Property, including any plans and specifications that may have been or may be provided to Buyer; (xiii) the conformity or lack of conformity of the Property to past, current, or future applicable zoning or building requirements; (xiv) any deficiency of any undershoring, drainage, or other aspects, systems, or components of or affecting the Property; (xv) the fact, if applicable, that all or a portion of the Property may be located on or near any natural hazard zone as determined by any governmental agency or body; (xvi) the existence of vested land use, zoning, or building entitlements affecting the Property or any other property; or (xvii) any other matter. Without in any manner limiting the foregoing, Buyer hereby acknowledges and agrees that (i) Seller's Broker, has provided (and will hereafter provide) to Buyer various materials and information relating to the Property, including, without limitation, information and materials relating to the condition of the Property, and (ii) all such materials and information so provided to Buyer by Seller's Broker shall, for all purposes of this Addendum, be deemed to have been disclosed to Buyer by the Seller, as well.

12. **BROKERS.** Brokers and agents herein have not and will not perform any inspections, investigations, or due diligence on behalf of Buyer unless otherwise specified herein. Buyer is informed that Buyer must arrange for any inspections and investigations desired by Buyer utilizing suitable third party professionals selected and compensated by Buyer. In no event shall Seller have any liability or responsibility for any representation, warranty, statement made, or information furnished by Brokers or agents herein, or any other person or entity, concerning the Property, this Addendum, or any other matter, unless expressly set forth in writing and signed personally by Seller.

13. **OPPORTUNITY TO INSPECT; BUYER'S SOLE RELIANCE.** Buyer represents, warrants, acknowledges, and agrees that Buyer has been given the opportunity to inspect and investigate the Property and all other facts and circumstances deemed by Buyer relevant and significant, and to review information and documentation affecting the Property. In deciding to proceed with the sale, Buyer is relying solely on Buyer's own inspections and investigation of the Property (including by any outside professionals whom Buyer has elected to engage for such

services) and review of such information and documentation, and not on any information provided or to be provided by Seller. Buyer further acknowledges and agrees that any information made available to Buyer or provided or to be provided by or on behalf of Seller with respect to the Property was obtained from a variety of sources and that neither Seller nor the Brokers and agents herein nor any other person has made or makes any representations as to the accuracy or completeness of such information. Buyer hereby fully and irrevocably releases all such sources and preparers of information and documentation affecting the Property which were retained or engaged by Seller or Brokers or agents from any and all claims that Buyer may now or hereafter have against such sources and preparers of information, for any costs, expenses, losses, liabilities, damages, demands, actions, or causes of action arising from any such information or documentation. NEITHER SELLER NOR BROKERS HAVE PROVIDED OR WILL PROVIDE ANY LEGAL OR TAX ADVICE TO BUYER. Buyer is informed that Buyer must obtain any such advice, if desired by Buyer, from independent professionals selected and engaged by Buyer. THE SALE WILL NOT BE CONTINGENT ON ANY WRITTEN APPRAISAL OF THE PROPERTY.

14. PHYSICAL, GEOLOGICAL, PEST CONTROL, AND ENVIRONMENTAL INSPECTIONS AND INVESTIGATIONS.

A. BUYER SHALL CONDUCT THOROUGH PHYSICAL, GEOLOGICAL, PEST CONTROL, AND ENVIRONMENTAL INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY AS MAY BE DETERMINED BY BUYER, THROUGH QUALIFIED PROFESSIONALS SELECTED BY BUYER. Seller and Brokers and agents herein strongly recommend that Buyer fully exercise and not waive such inspections and investigations.

B. Buyer may at his sole discretion select and employ, at Buyer's expense, a licensed engineer(s), architect(s), contractor(s), geologist(s), pest control licensee(s), environmental consultant(s), or other qualified professional(s) to make inspection(s) and investigations of the Property, including, but not limited to, (i) its general structure, plumbing, heating, air conditioning (if any), electrical system, built-in appliances, cesspool/sewer/septic system, well, roof, soils, foundation, mechanical systems, pool, spa, related equipment and filters, sprinklers, and those other matters affecting the desirability of the Property (all if and only to the extent any such structures, systems, and components are presently a part of the Property); (ii) any actual or potential wood destroying pests or other conditions damaging to the Property or any portion thereof; (iii) environmental hazards, substances, products, or conditions, including without limitation, asbestos, formaldehyde, lead, lead-based paint, contaminated soil or water, fuel, chemical storage tanks, hazardous waste, electromagnetic fields, and radon gas, any of which may constitute a health risk; (iv) the presence or absence of any required governmental permits, inspections, applications, approvals, and certificates of occupancy, and compliance or lack of compliance with building codes and laws applicable to the Property; (v) plans and specifications for the Property; (vi) all applicable zoning, municipal, county, state, and federal, including those affecting the past, current, or any future use of the Property; (vii) deed restrictions and other matters of public record which may govern, restrict, condition, or prohibit the use, alteration, or development of the Property; and (viii) generally, without limitation, any and all other items and matters of whatsoever nature, character, or description, which Buyer deems material to Buyer's interests, in, on, or affecting the Property; and to approve or disapprove said inspection within the period and in the manner set forth in Paragraph 1

C. In the event Buyer is dissatisfied with the results of such inspection(s), Buyer may give written Notice of Cancellation to Seller strictly as and within the time provided in Paragraph 1. Buyer's failure to give such notice as and within the period specified therein shall conclusively be deemed Buyer's satisfaction and removal of such contingency and Buyer's election to proceed with the Sale.

15. COMPLETE AGREEMENT; NO OTHER REPRESENTATIONS OR WARRANTIES. Seller shall not be liable or bound in any manner by any oral or written statements, representations, or information pertaining to the Property or the operation thereof, furnished by any real estate broker, agent, employee, contractor, or other person. Buyer further acknowledges and agrees Seller has no obligations to make repairs, replacements or improvements except as may otherwise be expressly stated herein. Without limiting any other provision hereof, Buyer represents, warrants and covenants to Seller that, except for Seller's express representations and warranties specified in this Addendum, Buyer is relying solely upon Buyer's own investigation of the Property.

16. WRITTEN AFFIRMATION OF SELLER REQUIRED. Buyer understands that Seller may continue to receive and respond to other offers on the Property and may be making several Counter-Offer concurrently containing the same or different terms. This Counter-Offer shall not be binding until accepted by Buyer and executed by Buyer and Seller on the signature page below; and then approved by Seller, in Seller's sole discretion, in the form of the Seller's Affirmation of Addendum attached hereto as Exhibit "A" which, if so executed by Seller, will constitute Seller's Addendum that Seller will sell the Property to Buyer, subject to Bankruptcy Court approval, the rights of any overbidding parties, and the terms and conditions of this Addendum. Buyer further acknowledges that it would be imprudent and unrealistic to rely upon the expectation of entering into a binding Addendum regarding the subject matter of this Counter-Offer prior to receipt of Seller's Affirmation of Addendum, and further represents to Seller that any efforts to complete due diligence, to negotiate or to perform any of the obligations provided herein shall not be considered as evidence of binding intent without Seller's Affirmation of Addendum, and understands that BUYER'S ACCEPTANCE HEREOF SHALL HAVE NO FORCE OR EFFECT PRIOR TO BUYER'S RECEIPT OF SUCH AFFIRMATION OF ADDENDUM SIGNED BY SELLER.

17. ATTORNEYS' FEES. In the event that either party hereto brings an action or other proceeding to enforce or interpret the terms and provisions of this Addendum, the prevailing party in that action or proceeding shall be entitled to have and recover from the non-prevailing party all such fees, costs and expenses (including, without limitation, all court costs and reasonable attorneys' fees) as the prevailing party may suffer or incur in the pursuit or defense of such action or proceeding.

18. There shall be no loan contingency whatsoever.

19. TRUSTEE'S LIABILITY. The Buyer acknowledges that the Trustee is acting in his official capacity only. No personal liability shall be sought or enforced against the Trustee with regard to the Addendum, including the Addendum, the assets, the sale of the Property, or the physical condition of the Property. In the event that the Trustee fails or refuses to complete the transaction for any reason, then the limit of the Trustee's liability is only to return any money paid to the Trustee by the Buyer, without deduction. Prior to and after the closing of escrow, the United

States Bankruptcy Court shall have and retain the sole and exclusive jurisdiction over the Property and the Addendum; and all disputes arising before and after closing shall be resolved in said Court. Further, the Trustee and the Buyer have agreed that if a dispute arises, such dispute may initially be resolved through the Mediation Program pending in the United States Bankruptcy Court for the Central District of California.

20. **HOLD HARMLESS.** The Buyer understands the terms and conditions of the entire purchase contact and holds the Bankruptcy Estate and the realtors, brokers, agents, Lynda T. Bui, Trustee, Shulman Hodges & Bastian LLP, the law firm of which the Trustee is associated, agents and employees, harmless from any liabilities arising from this contact. All parties hereto further agree, jointly and severally, to pay on demand as well as to indemnify and hold Escrow harmless from and against all costs, damages, judgments, attorneys' fees, expenses, obligations and liabilities of any kind or nature which in good faith, Escrow may incur or sustain in connection with or arising out of this Escrow and Escrow is hereby given a lien upon all the rights, titles and interest of each of the undersigned in all escrow papers and other property and monies deposited in this escrow, to protect the rights of escrow and to indemnify and reimburse Escrow under this Addendum. In the event this Escrow is not completed for any reason, Escrow is authorized to deduct and pay its fee, plus costs incurred from any funds on deposit.

21. **EXPIRATION OF COUNTER-OFFER.** This Counter-Offer shall expire if not accepted by Buyer by delivering a copy hereof, fully signed and initialed by Buyer, to Seller on or before close of business on **October 22th, 2018**. Such acceptance shall nevertheless be subject to Paragraph 16.

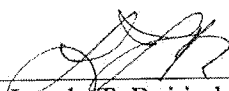
I, the Buyer herein, have reviewed the foregoing Addendum and understand the terms and conditions set forth herein, and further agree to purchase the Subject Property pursuant to said terms and conditions.

10/22/2018 04:21 PM GMT
Dated: _____

Earl Simmons 
Ingrid Simmons 
Ingrid Simmons and Earl Simmons, Buyer

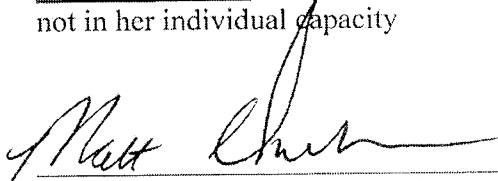
I, Seller, agree to sell the Subject Property pursuant to the terms and conditions set forth herein.

Dated: 10/18/18


By: 
Lynda T. Bui in her sole capacity as Chapter 7
Trustee for the Bankruptcy Estate of **In re William
Louis Bryan, III, Case No. 18-13434-MW**, and
not in her individual capacity

SO AGREED.

Dated: 10-18-18


Matt Vanderbeek, Trustee's Agent

Dated: 10/22/2018 04:23 PM GMT

Jessica Ellis 
Jessica Ellis, Buyer's Agent

Page 8 of 9


EXHIBIT "A"

SELLER'S AFFIRMATION OF ADDENDUM

Seller hereby acknowledges Buyer's acceptance of the foregoing Counter-Offer and affirmatively agrees to sell the Property to Buyer on the terms and conditions of the foregoing Addendum, but subject to Bankruptcy Court approval and rights any of overbidders. Seller shall revoke any other outstanding Counter-Offer made to other prospective buyers or make the same subject and subordinate to this Addendum.

"SELLER"

Dated: 10/22/18

By: 
Lynda T. Bui, solely in her capacity as Chapter 7 Trustee
for the Bankruptcy Estate of In re William Louis Bryan, III,
Case No. 18-13434-MW



CALIFORNIA
ASSOCIATION
OF REALTORS®

COURT CONFIRMATION ADDENDUM
(C.A.R. Form CCA, 11/12)

This is an addendum to the ☐ California Residential Purchase Agreement, ☐ Counter Offer No. _____, ☒ Other
Seller Multiple Counter Offer #1 ("Agreement"), dated **October 18, 2018**, on
property known as **34282 Lupine Court, Lake Elsinore, CA 92532** ("Property"),
between **Ingrid Simmons, Earl Simmons** ("Buyer"),
and **Lynda Bui, BK Trustee for the Estate of WILLIAM LOUIS BRYAN, III** ("Seller").

The Agreement is contingent upon court confirmation on or before **November 30, 2018** (date). If court confirmation is not obtained by that date, Buyer may cancel the Agreement in writing. Court confirmation may be required in probate, conservatorship, guardianship, receivership, bankruptcy, divorce or other proceedings. The court may allow open, competitive bidding, resulting in the Property being sold to the highest bidder. Broker recommends that Buyer appear at the court confirmation hearing. Buyer understands that (i) Broker and others may continue to market the Property; and (ii) Broker may represent other competitive bidders prior to and at the court confirmation.

By signing below Buyer and Seller acknowledge that each has read, understands, has received a copy of and agrees to the terms of this Court Confirmation Addendum.

Date _____

Date 10/18/18

Buyer
Ingrid Simmons

Seller
Lynda Bui, BK Trustee for the Estate of WILLIAM LOUIS BRYAN,

Buyer
Earl Simmons

Seller _____

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CCA 11/12 (PAGE 1 OF 1)

COURT CONFIRMATION ADDENDUM (CCA PAGE 1 OF 1)

Pro Realty Group, 54 Endless Vista, Allse Viejo, CA 92656 Phone: 949.795.8914 Fax: 949.360.6026 34282 Lupine Ct.
Matt Vanderbeck Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

EXHIBIT 4

Receipts for Expenses Paid by Broker

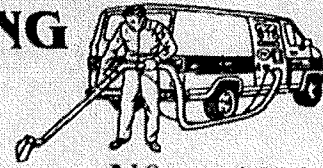


SERRANO CARPET CLEANING

2701 W. Carlton Pl. Santa Ana, CA 92704

(714) 724-7162

Email: rserrano34@yahoo.com



Nº 1893

CUSTOMER'S NAME		DATE	BILL TO:	
ADDRESS		9.5.18	ADDRESS	
34282 Lupine CR				
CITY	ZIP	PHONE	CITY	ZIP
LAKE E BILBORE		()		
WILL THIS BE PAID <input type="checkbox"/> CASH <input type="checkbox"/> CHECK <input type="checkbox"/> CHARGE			PHONE P.O. #	
WORK ADDRESS-IF PAYING BY CHECK		WK. PHONE	A 1% LATE CHARGE PER MONTH WILL BE ASSESSED IF NOT PAID WITHIN 30 DAYS	
		()		
THE FOLLOWING SERVICES ARE TO BE PERFORMED SUBJECT TO THE PRICES AND CONDITIONS AS STATED HEREON				
1. STEAM CLEANING	4 Rooms HALLWAY STAIRS Rug			UNIT COST \$250.00
2. PRECONDITIONING / DEEP CLEANING				\$
3. CARPET AND FABRIC PROTECTION				\$
4. SANITIZING / ODOR REMOVAL				\$
5. LEATHER / AUTO UPHOLSTERY				\$
6. UPHOLSTERY CLEANING				\$
7. DRAPERY CLEANING				\$
8. REPAIRS / RESTRETCH				\$
9. RESIDUE REMOVAL				\$
10. WINDOW / WALL / MISC.				\$
11. VACUUMING / SPEED DRYING				\$
12. COMMERCIAL CLEANING				\$
13. MISC. ITEMS				\$
14. OTHER SERVICES				\$
1. ANY RIPS, TEARS, OR SPECIAL PROBLEMS?				TOTAL 250.00
2. HOW LONG SINCE LAST CLEANING?				PAID CASH
3. TYPE OF CLEANING DONE LAST TIME?				PAID CHECK
4. IS THIS A 5TH GENERATION STAIN BLOCK CARPET? <input type="checkbox"/> YES <input type="checkbox"/> NO				CHECK #
UPON INSPECTION THE ARTICLES TO BE CLEANED, THE OPERATOR NOTES THE FOLLOWING CONDITIONS AND/OR RECOMMENDATIONS				PAID CREDIT CARD
INSPECTION REPORT	COLOR	AGE	TYPE	CREDIT CARD #
CONDITION:				

CONDITIONS: The Company SERRANO CARPET CLEANING agrees to perform or cause to be performed the service indicated in a proper and workmanlike manner, using equipment and detergents standard for the cleaning industry. The customer agrees that the Company shall NOT BE LIABLE FOR FAILURE TO REMOVE THE STAINS nor for any DISCOLORATION from non-waterfast dyes or backing threads, or for any CHANGE IN COLOR of the carpet or upholstery regardless of the cause; nor CHANGES IN TEXTURE OR SHADING that may appear either before or after cleaning, nor for any SHRINKAGE, opening of pasted seams; FADING OF FABRICS which may appear in the process of cleaning. FRAYING of fabrics in areas of normal wear will not be responsibility of the Company. WHITE OR OFF-WHITE FABRICS CLEANED ONLY AT CUSTOMER'S RISK. The Company will accept no liability for conditions existing prior to cleaning. Nor will the Company be responsible for any damage to fabrics cleaned, unless caused by the negligence of the operator. I have been advised that the above visible conditions cannot be corrected by cleaning and I herewith give my permission to clean my furniture and/or carpeting having full knowledge of the visible conditions of my furniture and/or carpeting prior to cleaning. Full refund for information of any payment made to anyone other than SERRANO CARPET CLEANING I understand that if my check is returned, I agree to pay a \$15.00 service charge. If my returned check(s) are not paid within 30 days of date of issue, I further agree that I shall be liable for any court fees, bank service charges, interest, and any other expenses incurred.

CAUTION: BE CAREFUL - All floor on your premises can be very slippery due to wet carpets! ☐ initials

CUSTOMER IS RESPONSIBLE TO REMOVE ALL BREAKABLES

The signature of the customer constitutes acknowledgment of the contract and acceptance of the conditions stated above

CUSTOMER SIGNATURE TO BEGIN WORK		CUSTOMER SIGNATURE CONSTITUTES CONTRACTED WORK HAS BEEN SATISFACTORILY COMPLETED			
X		VENDOR #		DATE	TIME START
OPERATOR PRINT FIRST INITIAL AND LAST NAME		EXHIBIT "4"		9/5/18	TIME FINISH
		Page 85			



FLOORS, INC.

www.ftfloorsinc.com

Invoice

Bill To	Date	Invoice #
Matt Vanderbeek Jobsite: 34282 Lupine Ct Lake Elsinore, CA 92532	10/5/2018	1146755

3273 Katella Ave.
Los Alamitos, CA 90720
(562) 493-5497

25252 Cabot Rd.
Laguna Hills, CA 92653
(949) 770-1797

2956 Randolph Ave.
Costa Mesa, CA 92626
(714) 823-8622

Customer Phone
949-795-8914

Due Date	From Whom:	Rep	Terms	Project
10/5/2018		KAK	Balance upon Complet	

Quantity	Description	Rate	Amount
	Wood / Laminate Repair	300.00	300.00
	Materials:	240.41	240.41
	-trim		
	-stair nose		
	-base boards		

Total \$540.41

Balance Due \$0.00

Before signing below, you must first make sure that you have read and understand The Finishing Touch Floors, Inc. contract listen on our website @ www.ftfloorsinc.com.

Also, by signing below, you're understanding that unless stated on the conreact, only normal floor prep is included. This means floor leveling, grinding, floating and removal of existing floors is not included unless specified on the invoice. You are aware that The Finishing Touch Floors, Inc. is fully licensed, in good standing with, and in full compliance with the CSLB. You are also responsible to read and know exactly what this means as disclosed per the CSLB on our contract. Please visit www.ftfloorsinc.cin & www.cslb.ca.gov for more information.

Customer

The Finishing Touch, Inc.

THE FINISHING TOUCH, INC.

Hardwood - Carpet - Vinyl -
Laminate - Granite - Tile - Stone

CUSTOMER

EXHIBIT "4"

INVOICE

Main Document Page 93 of 99

DATE 8-5-18 2018

NAME &
ADDRESS

Matt Vanderboock



Lake Park

LAWN SERVICE	FULL	YES <input type="checkbox"/>	NO <input type="checkbox"/>
MOW, EDGE, AND CLEAN	WEEKLY <input type="checkbox"/>	OTHER <input type="checkbox"/>	4/50
GARDEN SERVICE			
PRUNE AND TRIM			
CLEAN-UP			
FERTILIZER			
SEED & TOPPING			
PLANTS & COLOR			
IRRIGATION SPRINKLERS			
PLANTER WORK			
SPRAY			
Clear up trees & hauling			
Pond			
TOTAL			\$ 450

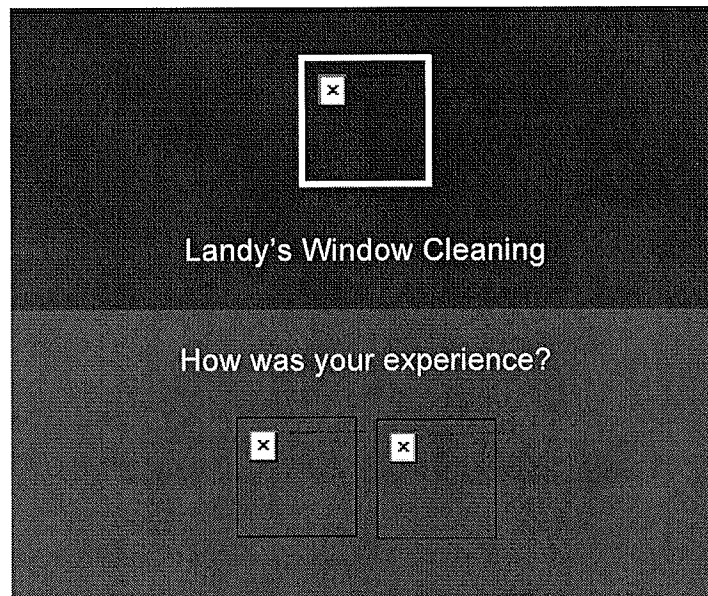
GARDENER

STAR GARDEN SUPPLY, INC.

Pdww#Ydqghuehnn

Iurp=	Odqg ŭ#Z lgrz #Fŏdqlgj #/b#Vtcdh# uhfh'swC p hwdj lgj MtcdhxsIfrp A
Vhgw=	Wkxugd /#xjxw#63/534;#4-68#D P
Wr=	p dwydgghuehnnC jp dldfrp
Vxemhfw=	Uhfh'sw#urp #Dqg ŭ#Z lgrz #Fŏdqlgj

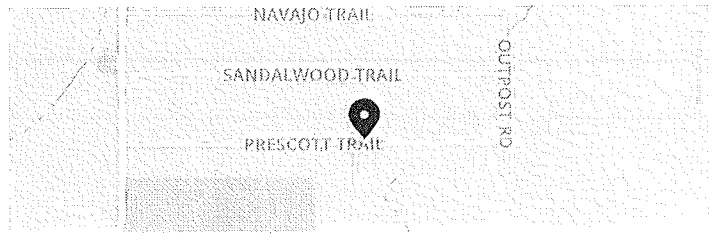
Square automatically sends receipts to the email address you used at any Square seller. [Learn more](#)




\$206.80

Custom Amount	\$206.80
Total	\$206.80

X



Landy's Window Cleaning
61148 Prescott Trail
JOSHUA TREE, CA 92252

Visa 9851 (Swipe)	Aug 30
	2018 at
MATTHEW VANDERBEEK	11:34
	AM
	#sMNI
	Auth
	code:
	02351D

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MaidPro Wildomar
951-266-0110
21372 Pecan St.
Wildomar, CA 92595

Invoice
12327921

Bill To:

vanderbek, Matt
Contact: Matt vanderbek
34282 Lupine Ct
Lake Elsinore, CA 92532

Phone: (949) 795-8914
Mobile:

Terms:

Work Location:

vanderbek, Matt
Contact: Matt vanderbek
34282 Lupine Ct
Lake Elsinore, CA 92532

Start 2018-08-30 OTC
Date:

Date	Service/Product Description	Qty	Price	Hours	Amount
2018-08-30	Travel Fee	1.00	\$10.00	0.00	\$10.00
2018-08-30	One-Time Cleaning	1.00	\$42.00	8.00	\$336.00
					Subtotal \$346.00
					Tax \$0.00
					Total Charges \$346.00

Payments/Adjustments	Amount	Tip	Total
Payment	Credit Card - Visa*****9851 Approval Code: 00756D \$346.00	\$0.00	\$346.00
		Subtotal	\$346.00
		Tips	\$0.00
		Total Payments/Adjustments	\$346.00
		Total Balance	\$0.00

Thank You For Your Business

I hereby acknowledge the satisfactory completion of all services rendered, and agree to pay the cost of services as specified above.

Please Pay From This Invoice

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is: **100 Spectrum Center Drive, Suite 600, Irvine, California 92618**

A true and correct copy of the foregoing document entitled (*specify*): **NOTICE OF SALE OF ESTATE PROPERTY** will be served or was served (**a**) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (**b**) in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) **November 27, 2018**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

- **Chapter 7 Trustee:** Lynda T. Bui (TR) trustee.bui@shbllp.com, C115@ecfcbis.com
- **Interested Party:** Nancy L Lee bknotice@mccarthyholthus.com, nlee@ecf.courtdrive.com
- **Interested Party:** Rejoy Nalkara rejoy.nalkara@americaninfosource.com
- **Attorney for Debtor:** Brian J Soo-Hoo ecf@bankruptcylawpros.com, soohoo73647@notify.bestcase.com
- **Interested Party:** United States Trustee (RS) ustregion16.rs.ecf@usdoj.gov

☐ Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On (*date*) **November 27, 2018**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Judge's Copy

U.S. Bankruptcy Court
Attn: Honorable Mark S. Wallace
411 W. Fourth Street, Suite 6135
Santa Ana, CA 92701

☒ Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (*state method for each person or entity served*): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) **November 27, 2018**, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

☒ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

November 27, 2018

Date

Erlanna Lohayza

Printed Name

/s/ Erlanna Lohayza

Signature

EMAIL SERVICE LIST

Trustee's Broker

Matt Vanderbeek
Pro Realty Group
mattvanderbeek@gmail.com

Buyer's Broker

Jessica Ellis
Sotheby's International Realty Westlake Village
ellis.jessica75@gmail.com

U.S. MAIL SERVICE LIST

Buyer

Ingrid and Earl Simmons
8020 Glen Iris Drive
Riverdale, GA 30296

Secured Lender

Wells Fargo Bank, NA
Attn: Bankruptcy Department
MAC# X7801-03K
3476 Stateview Blvd.
Fort Mill, SC 29715

Wells Fargo Home Mortgage
PO Box 10335
Des Moines, IA 50306

Property Tax Collector

Riverside County Treasurer and Tax Collector
4080 Lemon Street
PO Box 12005
Riverside, CA 92502-2205

Lienholders

Cottonwood Canyon Hills Community Association
c/o Feldsott Lee Pagano & Canfield
Attn: Eric S. Canfield, Esq.
23161 Mill Creek Drive, Suite 300
Laguna Hills, CA 92653

Cottonwood Canyon Hills Community Association
c/o Richardson Harmon Ober PC
Attn: Matthew A. Gardner, Esq.
234 E. Colorado Blvd., 8th Floor
Pasadena, CA 91101

Cottonwood Canyon Hills Community Association
c/o Action Property Management, Inc.
2603 Main Street, Suite 500
Irvine, CA 92614-4261

County of Riverside
Economic Development Agency
3403 10th Street, Suite 500
Riverside, CA 92501

Secretary of Housing and Urban Development
451 Seventh Street Southwest
Washington, D.C. 20410-8000

Debtor, Creditors and Parties In Interest

DEBTOR

WILLIAM LOUIS BRYAN III
34282 LUPINE COURT
LAKE ELSINORE, CA 92532-2588

CREDITOR LISTING

EMPLOYMENT DEVELOPMENT DEPT.
BANKRUPTCY GROUP MIC 92E
P.O. BOX 826880
SACRAMENTO, CA 94280-0001

CREDITOR LISTING

FRANCHISE TAX BOARD
BANKRUPTCY SECTION MS: A-340
P.O. BOX 2952
SACRAMENTO, CA 95812-2952

CREDITOR LISTING

AAA
PO BOX 25001
SANTA ANA, CA 92799-5001

CREDITOR LISTING

CAPITAL ONE
PO BOX 30281
SALT LAKE CITY, UT 84130-0281

CREDITOR LISTING

CAPITAL ONE AUTO FINANCE
4515 N SANTA FE AVE
DEPT APS
OKLAHOMA CITY, OK 73118-7901

CREDITOR LISTING

COUNTY OF RIVERSIDE
2041 IOWA AVE
RIVERSIDE, CA 92507-2414

CREDITOR LISTING

HOME ACCEPTANCE CORP
PO BOX 729
PLACENTIA, CA 92871-0729\

CREDITOR LISTING

MIDLAND FUNDING
2365 NORTHSIDE DRIVE STE 300
SAN DIEGO, CA 92108-2709

CREDITOR LISTING

PRO REALTY GROUP AND BK GLOBAL
REAL ESTATE
54 ENDLESS VISTA
ALISO VIEJO, CA 92656-8043

CREDITOR LISTING

QUALITY LOAN SERVICES CORP
2141 5TH AVE
SAN DIEGO, CA 92101-2101

CREDITOR LISTING

SW CREDIT SYSTEMS INC
4120 INTERNATIONAL PKWY STE 100
CARROLLTON, TX 75007-1958

CREDITOR LISTING

WELLS FARGO BANK, NA
1 HOME CAMPUS
DES MOINES, IA 50328-0001

RETURNED MAIL COMMENTS

10/22/18 RTS UTF

CREDITOR LISTING

CAPITAL ONE AUTO FINANCE
3901 DALLAS PKWY
PLANO, TX 75093-7864